CALIFORNIA EMAIL SERVICES



Final

TABLE OF CONTENTS

Standard Agreement (STD 213)	Page 3	
Attachment 1, General Provisions-Information Technology	Page 4	
Attachment 2, Statement of Work	Page 5	
A. Purpose and Objective	Page 6	
B. Agreement Description	Page 6	
C. Responsibilities and Deliverables	Page 10	
D. Amendments	Page 14	
E. Unanticipated Tasks	Page 17	
F. Change Control	Page 17	
G. Environment Stand Up	Page 21	
H. Maintenance and Operations	Page 22	
I. Invoicing	Page 23	
J. Budget Detail and Payment Provisions	Page 25	
K. Other Benefits, Liabilities, and Discounts	Page 26	
L. Confidentiality/Non Disclosure Act	Page 30)
M. Statement of Economic Interests	Page 31	
N. Substitution of Disabled Veteran Business Enterprise Subcontractors	Page 31	
O. Additional OCIO Rights Under this Agreement	Page 31	
P. Representations and Warranties	Page 32)
SOW Exhibit D-A-Work Authorization	Page 33	3
SOW Exhibit D-B—Conflict of Interest and Confidentiality Statement	Page 3	5
SOW Exhibit D-C—Confidentiality and Non-Disclosure Agreement	Page 36	6
SOW Exhibit D-D—Transition Readiness Description	Page 37	7
SOW Exhibit D-E—Set-up and Migration Description	Page 39	9
SOW Exhibit D-F—Change Management Description	Page 46	6
SOW Exhibit D-G—Service Acceptance	Page 48	8
SOW Exhibit D-H—Customer Requirements	Page 5	1
Attachment 3—Special Terms and Conditions	Page 5	
Attachment 4—Costs	Page 6	1

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD. 213 (NEW 06/03)

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

			REGISTRATION NUMBER				
		PURCHASING AUTHORITY NUMBER	AGREEMENT NUMBER				
		9I-0711-OCIO-HQ1	10-3827				
1.	This Agreement is entered into between the State Agency	and the Contractor named below					
	STATE AGENCY'S NAME State of California Office of the State Chief Information Officer (hereafter called the "OCIO", "State", or "Licensee")						
	CONTRACTOR'S NAME Computer Sciences Corporation (CSC) (hereafter called the "Contractor")						
2.	The term of this Upon DGS Approval for a Agreement is:	period of three (3) years	-				
3.	The maximum amount of this Agreement is: \$50,511,490.00 (sales tax in Fifty million, five hundred and elements)	not applicable) even thousand, four hundred ninety and 00/1	00 dollars				
4.	The parties agree to comply with the terms and conditions made a part of the Agreement:	s of the following attachments which	are by this reference				
	Attachment 1 - General Provisions, Information Technology GSPD-401IT 04/12/07 http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf						
	Attachment 2 - Statement of Work 73 Pages						
	Attachment 3 – Special Terms and Conditions						
	Attachment 4 – Appendix B-Summary Cost Worksheet from Contractor						
	(*)IFB OCIO 09-120431						
	(*)Contractor's Final response to IFB 09-120431						

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. (OCIO Info only SR# 09-120431)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto. California CONTRACTOR **Department of General Services Use Only** CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Computer Sciences Corporation (CSC) BY (Authorized Signature) DATE SIGNED PRINTED NAME AND TITLE OF PERSON SIGNING MARK E. ANDERSON, Director of Contracts **ADDRESS** 15245 Shady Grove Road, Rockville, Maryland 20850 STATE OF CALIFORNIA AGENCY NAME Office of the State Chief Information Officer PRINTED NAME AND TITLE OF PERSON SIGNING Exempt Per ADRIAN FARLEY, Chief Technology Officer P.O. Box 1810 Rancho Cordova, CA 95670

ATTACHMENT 1

GENERAL PROVISIONS- INFORMATION TECHNOLOGY

The following provisions may be downloaded at the indicated web page:

General Provisions - Information Technology (GSPD-401IT) – 04/12/07 http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf



California Email Services Agreement 09-120431

ATTACHMENT 2

STATEMENT OF WORK (SOW)



ATTACHMENT 2

STATEMENT OF WORK

A. PURPOSE AND OBJECTIVE

The purpose of this Statement of Work ("SOW") is to describe the tasks, services, and responsibilities of the Contractor and the State for the California Email Services ("CES") contract for both Category A and B and to provide budget detail and payment provisions.

The objective of the CES contract is obtain a vendor managed and hosted scalable email service to support the State's email environment, meet specified availability requirements, and the specified functional requirements. The primary Services for Category A&B are:

- a. Email, calendar and scheduling (free/busy), and contacts
- b. Legal archive and e-discovery, collaboration tools, instant messaging, presence, and web conferencing.

Based on the solution proposed by the Contractor, one environment will be established for the State for Category A & B ("State Environment"). The State Environment will be a dedicated environment for the State of California. Any instances of sharing into the State Environment for non-federal public sector entities ("Other Entities" or "Other Entity") other than the State of California Executive Branch shall be at the sole discretion of the OCIO under the terms and conditions contained in this Agreement. In the event of any conflict among such documents, such conflicts shall be resolved in accordance with the Order of Precedence as set forth in Section 11 of the GSPD-401IT General Provisions.

B. AGREEMENT DESCRIPTION

Computer Science Corporation ("CSC") hereinafter referred to as "the Contractor" agrees to provide the Office of the State Chief Information Officer ("State"), hereinafter referred to as the "State," or "Licensee" an email solution. The Contractor and the State each will be considered a "Party" to this Agreement and together will be "Parties."

Contractor acknowledges that the State of California, Governor's Reorganization Plan ("GRP"), effective May 10, 2009, consolidated statewide information technology ("IT") functions under the State. This reorganization places the Office of the State Chief Information Officer ("OCIO") under the direction of the State. This reorganization also realized a name change for the OCIO, now known as the Office of Technology Services ("OTECH"). All Contractor contract renewals or amendments previously executed under the OCIO shall be changed to the State.

1. <u>Term and Option to Extend:</u> The term of this Agreement shall be for three (3) years, with two (2) optional one (1) year extensions (the "Term"); however, there is no commitment to issue an Agreement for any part of the optional year extensions, if the State determines that it is not feasible to do so. Should the State exercise its option years, it will extend the current Term of the Agreement under the same terms and conditions.

The State shall, upon at least ninety (90) calendar days written notice to Contractor prior to the expiration of the term of this Contract, be entitled to purchase up to two (2) additional one-year periods of Email Services at the rates identified in the IFB 09-120431 Summary Cost Worksheet (Attachment 4 - Costs).

During the initial Term of the Agreement, after the State reaches 25,000 mailboxes within 12 months from Service Ready, the State agrees to a make best efforts to maintain a minimum of 25,000 users within the Environment for the reminder of the Term. In the event that the State's total user threshold drops below 10,000 users, the Parties will operate in good faith and use best efforts to find an equitable solution to the reduction. In the event that no solution can be reasonably achieved between the Parties, this Agreement shall terminate per GSPD-401IT Provision 22 (Termination for Convenience).

- 2. Subscription Type: Monthly Subscription Service
- 3. Location / Licensee Site (as applicable):

Office of the State Chief Information Officer Gold Camp Campus Rancho Cordova, CA 95741

Office of the State Chief Information Officer Vacaville Campus Vacaville, CA 95688

The "Licensee Site" shall mean the State, Office of Technology Services site identified in this Agreement, which Licensee represents, is operated or controlled by Licensee.

Licensee may change the Licensee Site to another location located within the State of California without incurring additional charges or as mutually agreed to in writing by the Parties within the United States. Relocation outside of California may result in additional costs.

4. <u>Installed On</u>: All software is installed on Team CSC site(s).

5. **Definitions**

- a. "Agreement" means this Agreement between the State and CSC including all associated documents included as part of this Agreement or incorporated by reference to this Agreement at the present time and as maybe amended or addended from time-to-time during the Term between the Parties.
- b. "Authorized Users" means the OCIO and any California State Agency or public sector entity operating under the OCIO.
- c. "BPOS Services" or "BPOS Solutions" means those dedicated Microsoft Business Productivity Online Services purchased by the State under this Agreement for access by Authorized Users.
- d. "CSC's Bid" means CSC's final IFB Response to IFB OCIO 09-120431 which is comprised of three volumes: Volume I Response to Requirements, Volume II Cost, and Volume III Supporting Documentation. Collectively all three volumes are incorporated as part of this Agreement.
- e. "Customer Data" means, for each Customer, all data, including all text, sound, or image files that are (i) provided by or on behalf of Customer to Team CSC to access or use the BPOS Solution purchased by such Customer, or (ii) data otherwise processed or accessed by Team CSC to perform the BPOS Solution purchased by such Customer.
- f. "Customer Property" means, for each Customer, all Customer information, code and materials provided by or on behalf of Customer to Team CSC in connection with the provision of BPOS Solutions under this Agreement, but excluding Customer Data.
- g. "Customer Requirements" means the elements of Attachment D-H of this Agreement.
- h. "Customer" means OCIO, an entity of the State of California with which Contractor executes this Agreement and the State of California agencies and departments that OCIO acts in behalf of under this Agreement.
- i. "Deemed Service Acceptance" means in relation to a particular Service the date [4 weeks and 5 days] after State's receipt of the Service Ready Notice where either Service Acceptance or Service Failure does not occur prior to that date.
- j. "Licensee" means, individually and collectively, the OCIO, and the California State agencies and department which subscribe to Services under this

Agreement.

- k. "Microsoft" means the Microsoft Corporation with its headquarters located at 1 Microsoft Way, Redmond, Washington 98052.
- I. "MMSSPP" means Microsoft Managed Solutions Service Provisioning Provider.
- m. "On-boarding Process" means the overall process of bring new State agencies onto the Services.
- n. "Preliminary Services" and "Pre-Migration Services" mean the preparatory services provided by Team CSC that are to perform to prepare the State or a given State agency or department in advance of the State' use of the Services. Preliminary Services and Pre-Migration Services may vary by agency or department.
- o. "Service Acceptance" means each date on which Team CSC receives written notification from the State that the relevant Services have passed the relevant Service Acceptance Tests.
- p. "Service Acceptance Tests" mean the tests to be run in relation to a particular Service as detailed in Exhibit D-G.
- q. "Service Billing Date" means the earlier of Service Acceptance or Deemed Service Acceptance.
- r. "Service Description" means the written descriptions of the BPOS Services published by Microsoft at the following URL: http://go.microsoft.com/fwlink/?LinkId=140276. The BPOS Service version will be updated from time to time in accordance with Service Releases.
- s. "Service Failure" means the date on which Team CSC receives written notification from the State that the relevant Services have failed the Service Acceptance Tests as run by the State.
- t. "Service Ready Notice" means the written notification to be issued by Team CSC to the State when a particular BPOS Service will pass the Service Acceptance Tests in reasonable opinion of Team CSC.
- u. "Services" means collective the entire range of services to be provided by Team CSC under this Agreement that include but are not limited to the BPOS Services.
- v. "Software Assurance" means an annuity offering, sold pursuant to Microsoft Select, Enterprise, and Open License Agreements (collectively, "Microsoft

Volume License Agreements"), that may be purchased with (and renewed for) certain product licenses (for example the Microsoft Exchange Client Access License). Software Assurance, during the applicable period of coverage for which it is purchased, provides new version rights for the applicable product license, along with other benefits for the applicable products as described in the applicable Product List incorporated by reference into the Microsoft Volume License Agreements.

- w. "Subcontractor" means any third party supplier or other provider of computer technology or related services that is contractually bound by the Contractor to deliver services to the State under this Agreement including The Microsoft Corporation.
- x. "**Team CSC**" means CSC and its Subcontractors including The Microsoft Corporation.
- y. "Work Authorization" means the documentation contained in Exhibit D-A, and will be the official mechanism for placing orders against this contract and will trigger the start of the On-boarding Process.

C. <u>RESPONSIBILITIES AND DELIVERABLES</u>

1. State's Responsibilities

The State will provide the Contractor with:

- a. The State shall be responsible for selecting how departments will connect to Team CSC datacenters as outlined in the then current Network Services Description, Customer Connection Options and Scenarios. The State shall also be responsible to provide all necessary network equipment required for connection as outlined in the Network Services Description document.
- b. State is to meet Customer Requirements as contained in Exhibit D-H.
- c. Primary Technical Contact ("State Primary Technical Contact")

The State will appoint a contact person from the State to interface with the CSC Primary Technical Contact and other members of Team CSC to provide consultation as necessary to assist in performance under this SOW and Agreement.

d. Primary Contract Administration Contact ("State CA")

The State will appoint a contract administrator to interface with Contractor CA related to contractual issues of this Agreement and subsequent amendments to this Agreement. The State CA shall be responsible for reviewing and obtaining approval of the respective notices, reports, invoices, and other

documents or information as required by this Agreement. Said individual shall also be responsible for the negotiation of matters under the Agreement and binding the State under this Agreement.

2. Contractor's Responsibilities/Deliverables

- All administrative, functional and technical requirements identified in IFB OCIO 09-120431 and the Contractor's bid response to IFB OCIO 09-120431, Section V and VI, are hereby incorporated and made part of this SOW.
- b. Primary Technical Contact ("CSC Primary Technical Contact")

Contractor shall appoint a primary technical contact to interface with the State Primary Technical Contact related to technical performance matters of this SOW.

c. Primary Contract Administration Contact ("Contractor CA")

Contractor will appoint a contract administrator to interface with State CA related to contractual issues of this Agreement and subsequent amendments to this Agreement. Said administrator shall be responsible for submitting all of the respective notices, reports, invoices, and other documents or information as required by this Agreement. Said individual shall also be responsible for the negotiation of matters under the Agreement and binding Contractor under this Agreement.

3. Meetings

Quarterly/Bi-Annual Meetings:

State and CSC shall each appoint an individual ("**Meeting Leaders**") to work collaboratively in the coordination of a meeting between the Parties that shall take place (a) no less than quarterly during the migration period of this Agreement and (b) no less than bi-annually during the post migration period. Meeting Leaders responsibilities shall include, but not be limited to, the following:

- 1. Establishment of a date, time and location for meetings
- 2. Establishment of a mutual meeting agenda and attendee list
- 3. Determination of roles and responsibilities for the meeting including invite dissemination, minute taking, distribution of minutes, resolution of meeting tasks and deliverables, meeting resources, and other functions related to the quarterly meeting.

Monthly Meetings:

In addition to Quarterly Meetings in Section C.3, Meeting Leaders shall also be responsible for the coordination of a monthly teleconference call that will focus on monthly reporting of progress and issues related to performance under this Agreement and SOW. Meeting Leaders responsibilities shall include, but not be limited to, the following:

- 1. Establishment of a date, time and call bridge for the teleconference
- 2. Establishment of a mutual meeting agenda and attendee list
- 3. Determination of roles and responsibilities for the teleconference including invite dissemination, minute taking, distribution of minutes, resolution of meeting tasks and deliverables, meeting resources, and other functions related to the quarterly meeting.
- 4. Provide regular monthly status reports on activities, plans, incidents, and issues related to this Agreement and SOW.
- 5. Maintain and report on Service Level Agreement compliance.
- 6. Perform invoice management and reporting.
- 7. Facilitate change management discussions and status reporting including Active Directory and other LDAP issues.

4. Notices and Contacts

All notices ("**Notices**") required by or relating to this Agreement shall be in writing and shall be sent to the Parties of this Agreement at the addresses as set forth below unless changed from time-to-time, in which event, each Party shall notify the other in writing. All Notices required under or regarding this Agreement will be in writing and will be considered given if (a) mailed via registered or certified mail (return receipt requested and postage prepaid), (b) given by facsimile (confirmed by certification of receipt) or (c) sent by courier (confirmed by receipt) addressed to the designated Parties to the following addresses:

Primary Technical Project Manager

State Agency	Contractor
Office of the State Chief Information	Computer Science Corporation
Officer, Office of Technology Services	·
Name: Monica Hopelian	Name: Norma J Ory
Phone: (916) 739-7522 or (916) 417-7667	Phone: (916) 402-1452
Email: Monica.Hopelian@state.ca.gov	Email: nory@csc.com

Secondary Technical Project Manager

State Agency	Contractor
Office of the State Chief Information	Computer Science Corporation
Officer, Office of Technology Services	
Name: Keith Mitsuyasu	Name: Robert B. Hupp, Jr.
Phone: (916) 464-1056	Phone: (310) 615.1462
Email: Keith.Mitsuyasu@state.ca.gov	Email: rhuppjr@csc.com

Primary Contract Administrator Contact

State Agency	Contractor
Office of the State Chief Information	Computer Science Corporation
Officer, Office of Technology Services	
Name: Tiffany Angulo	Name: Michael Schneider
Phone: (916) 454-7299	Phone: (301) 921-3463
Email: Tiffany.Angulo@state.ca.gov	Email: mschneider20@csc.com

Primary Point of Contacts and Addresses for Notices:

If to CSC:

Computer Sciences Corporation

State and Local Enterprise Solutions

Attn: Michael B. Schneider

Senior Manager, Contracts and Subcontracts 15245 Shady Grove Road, Rockville, Maryland 20850

If to the State:

Office of the Chief Information Officer

P.O. Box 1810

Rancho Cordova, CA 95741-1810

Parties agree that in the event of changes to named personnel above, the respective party that has the personnel change shall notify the other party in writing ("**Personnel Notices**") within ten (10) business days of the change in personnel including all the necessary contact information for the replacement employee. All notices shall include a copy to the DGS Procurement Division, Technology Acquisitions Branch (DGS/PD/TAB) for informational purposes. All such Personnel Notices shall be incorporated into this Agreement.

D. AMENDMENTS

Consistent with the terms and conditions of the original solicitation and subsequent addendums to the original solicitation, and upon mutual consent, the State and the Contractor may execute amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless (a) made in writing, and agreed upon by both OCIO and Contractor and (b) approved by the State Department of General Services ("DGS") (collectively "The Approval Chain").

No verbal understanding or agreement not incorporated into the Agreement is binding on any of the Parties. The State, in its sole discretion, reserves the right to amend the Agreement to extend the Term with the Contractor's rates as specified in the Agreement.

1. Availability of Refreshed Technology and Additional Service Items

Team CSC shall evolve, supplement and enhance the Services in the normal course of business during the Term, both to keep pace with and utilize technological advancements and improvements in the method of delivering email related services (and the pricing thereof), and to keep pace with changes and additions to the services and products offered by Contractor (and the pricing thereof).

Contractor also acknowledges that the email environment is critical to the State's business success, that the State's needs and requirements with regard to the email environment may evolve and change over time, and that the need for enhanced or modified functionality may arise from time-to-time. Therefore, from time-to-time during the Term, but not less frequently than once each year of this Agreement, Team CSC shall meet and confer with the State, and either Party may suggest any reasonable and appropriate changes or additional Service items needed or that might be considered to keep pace with and take advantage of the latest and most useful technological advancements and improvements in performance of the Services under this Agreement (collectively, "New Service Enhancements").

Contractor understands that OCIO is fully responsible for the approval and agrees, absent written mutual amendment of this Agreement, New Service Enhancements cannot be added to this Agreement at the request of any State or non-State Agency. New Service Enhancement can only be enacted when the requirements of The Approval Chain are met above.

Notwithstanding anything to the contrary in this Section D.1, the following outlines the process and rights related to New Service Enhancements:

- 1. **Service Releases.** Microsoft may update the Online Services during the Term, subject to the provisions contained in this Section D.
- Microsoft Services Roadmap. Every six months during the Term, as available, Team CSC will provide the State during Quarterly Meetings with the then current Microsoft road map ("Services Roadmap") that describes each new release ("New Service Release") planned for general commercial release during the subsequent twelve (12) month period.

Microsoft reserves the right to make changes to any New Service Release, including any New Feature (as defined in this Section D or Retired Feature (as defined in this Section D) included in a New Service Release, prior to its general commercial release. If, subsequent to the date communicated in the Services Roadmap, Microsoft changes the Services Roadmap in a manner that materially affects or delays a New Service Release or any New Feature or Retired Feature, Team CSC will use reasonable efforts to communicate to the State any such changes in the Services Roadmap as soon as possible but in no event later than the delivery of the next scheduled Services Roadmap.

New Service Releases shall be designated as a major New Service Release ("Major Release") or a minor New Service Release ("Minor Release"). A Major Release includes an incompatible network protocol or significant change to end-user or administrator experience not offered as an optional feature. Major Releases will be no more frequent than every twelve (12) months for a given Online Service. Minor Releases include new opt-in features and do not pose the impact of Major Releases.

3. Addition of New Service Releases to the Services.

During the Term, as available, and subject to Microsoft's right to offer a New Feature, as described in this Section D, Microsoft will make each New Service Release of a given Service available through the Contractor at no additional charge to State provided that State has obtained all required Microsoft software licenses. Additional licenses and product use rights may apply.

Team CSC and the State will cooperate using the Change Management Process (contained in Exhibit D-F) to transition from State's then-current service release to the New Service Release (which as of the date of deployment will become an "Online Service" for all purposes under this Section D). State will agree that at all times during the Term, State will transition to a Major Release of each Service (or subsequent Minor Release) within twelve (12) months of such Major Release. The State is

not required to transition to Minor Releases. In any event, once Microsoft issues a Major Release, Microsoft will only support the previous Major Release for twelve (12) months (from the date Microsoft first released the new Major Release. The State reserves the right to determine when during this 12 month period it shall migrate to the new release.

4. Addition of New Features.

New features or functionality included in any New Service Release for BPOS Services for which Customer is licensed will be provided at no additional charge to Customer through the Contractor, as described in this Section D. Team CSC reserves the right, however, to offer a significant new feature or functionality, or a significant improvement to a service (or portion thereof) ("New Feature") as a separate, optional offering that Customer may purchase for an additional fee through the Contractor. Notwithstanding the foregoing, if Team CSC makes a New Feature a compulsory element of one or more of the BPOS Services licensed by the State (i.e., Microsoft does not offer the New Feature as a separate orderable offering), then Team CSC will not charge an additional fee to Customer for such New Feature through the Contractor. In any event, is not obligated to provide any Customer with a previous version of any BPOS Service twelve (12) months after Major Release.

5. Retirement of Features.

Microsoft reserves the right when issuing a New Service Release for a given Service to remove any existing feature or functionality from that service ("Retired Feature").

6. Objections to New Features or Retired Features.

If the State objects to a planned New Feature or Retired Feature within thirty (30) days of the date it is first identified as such in the Services Roadmap, then Team CSC will discuss the objections with the State and consider them in good faith. Microsoft reserves the right to create and offer any New Feature, or to remove a Retired Feature, in order to address customer demand, remain competitive, or advance innovation in its Services offerings.

7. Changes to Services. Microsoft reserves the right to make changes to the Online Services that are (a) necessary or appropriate to the continued orderly function of the Online Services including, without limitation, implementing bug-fixes, patches, or software updates, (b) reasonably required in order to comply with applicable law or regulation, or (c) as set forth herein. If Team CSC or the State seeks to make other changes in the Online Services or in the Online Service operations, the State will

issue a Notice with the request to CSC and the Parties will follow the Change Management Process to address such requested changes.

8. Microsoft Client Software Licenses. During the Term, the State will obtain and maintain Software Assurance on specified client access licenses ("CALs") for all User Subscription Licenses for Software Assurance ("USL for SA") purchases and any other Microsoft client software required to use the Online Services (as described in the Service Descriptions).

E. <u>UNANTICIPATED TASKS</u>

In the event that additional work must be performed which both Parties agree was unanticipated and is necessary to the successful completion of the project ("**Unanticipated Task**"), and is within the scope of the Agreement, the procedures outlined in this section shall be employed.

In the event of an Unanticipated Task, the Contractor will present the State with a Change Control Proposal via the Change Control Process outlined in Section F of this Agreement. For each item of an Unanticipated Task, a Work Authorization (Exhibit D-A) will be completed and will be incorporated as a part of this Agreement.

CSC will provide the State with a quotation at the rates contained herein. All hourly rates under this Agreement will be at five percent (5%) off of any CSC published rate schedules to the State of California.

OCIO will submit copies of approved Work Authorizations to DGS/PD/TAB for informational purposes.

F. CHANGE CONTROL

1. Change Control Process

With the exception of WA Transactions in Section F.3, the Parties may mutually agree to change, amend or addend any portion of this Agreement and any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Section F.

For any change requested to this Agreement, in writing, by the State that is within the permissible scope of a change ("Change Notice") or that is proposed by Team CSC to the State and that the Parties mutually agree is necessary for change, Parties will use the follow the following process for change control ("Change Control Process").

Within ten (10) days of a Change Notice, Team CSC shall prepare a written

proposal ("Change Notice Proposal") that will contain the following components ("Change Notice Impact Criteria"), as applicable to the Change Notice: (a) specific operational and/or technical details regarding any additional software or hardware at will be required to implement the requested change; (b) a statement of the impact to current project state/environment; (c) a price for implementation of the change; (d) a statement of the impact on the current project schedule, if any; (e) proposed staffing and anticipated number of hours for each staff member to complete the change requested; and (f) any other information reasonably requested by the State or that Team CSC deems appropriate for the Change Notice Proposal.

The Change Notice Proposal shall be valid for sixty (60) days from submission to the State unless another timeframe is mutually agreed upon between the Parties and noted in the Change Notice Proposal. Parties shall negotiate in good faith in accordance with the Change Notice Impact Criteria and the provisions of this Agreement.

In the event that agreement is reached on the Change Notice Proposal, an Amendment to this Agreement or a Work Authorization (Exhibit D-A), whichever is more applicable to the Change Notice, with the requested changes and the agreed-upon terms thereof, shall be prepared and executed by the Parties as part of the Change Control Process. Change to any portion of the Agreement shall only be made by a written agreement executed by duly authorized representatives of both the State and Contractor.

Notwithstanding anything to the contrary, any changes specifically related to the Microsoft BPOS Services shall be governed by the Change Management Process outlined in Exhibit D-F and will be incorporate, as appropriate and applicable, into the overall Change Control Process contained in this Section F.

2. Access to Facilities/Facilities Access Policies.

Due to the nature of the Preliminary Services and the BPOS Services, the State acknowledges that Team CSC employees ("Team CSC Personnel") will work closely with the State to implement and perform the Preliminary Services and BPOS Services, including by working on the premises of participating State agencies and departments ("State Locations").

- a) OCIO will ensure that Team CSC Personnel have access to State Locations as reasonably necessary for Team CSC to provide the Preliminary Services and BPOS Services for which Team CSC are responsible.
- Team CSC Personnel will coordinate with the State as necessary to obtain access to State Locations to provide Preliminary Services, to perform the BPOS Services, or to perform other obligations as contained

herein.

If, as part of a State agency or department's standard policies and procedures regarding contractors working onsite, require Team CSC Personnel to execute certain documents prior to gaining access to State Locations ("Standard Access Agreements"), OCIO will use reasonable endeavors to (a) provide a copy of or (b) a URL link to such Standard Access Agreements to Team CSC in advance of any Team CSC Personnel going to State Locations.

c) With each Work Authorization Form, the OCIO will endeavor to provide (i) a copy of or an Internet link to the then current and relevant Standard Access Agreements of that State agency or department as require be executed prior to Team CSC Personnel to perform work on a given State Locations or (ii) copies or references to Standard Access Agreements already executed by Team CSC that apply, if any, with a statement that those are still applicable to Team CSC Personnel.

2. Work Authorizations

All transactions executed against this Agreement will be authorized by the submission of a Work Authorization and associated document (Exhibit D-A) to ensure that a controlled process is sufficiently defined, organized, planned, and budgeted before any work scope is authorized and started. For the purposes of clarity, transactions shall mean the addition or reduction of services as contemplated within the Agreement via a Work Authorization ("WA Transactions").

If during the Term of this Agreement, the Parties determine that it necessary for additional changes to be made to the format of the Work Authorization Form, the Parties will agree in writing to the necessary changes to the Work Authorization Form and the new version will be incorporated as part of this Agreement.

a. WA Transactions - Additions in Services

At any point during the Term of this Agreement, any additions of Services as contemplated herein shall be submitted on a Work Authorization from the OCIO to the Contractor.

b. WA Transactions - Reductions in Services

At any point during the Term of this Agreement, the State may reduce the level of Services as contemplated herein. Any reduction of Services shall be submitted on a Work Authorization from the OCIO to the Contractor. Any reductions in Services, in whole or in part, shall be provided to CSC with no less than ninety (90) days prior notice of desired end date to ensure adequate time for winding down of the reduced Services.

Unless a one-time cost, all Services provided herein are monthly. In the event of a reduction in Service, all Services will end at the end of the desired month of reduction of Service as noted in the Work Authorization. There will be no proration of Services.

Upon notification of a reduction of Services, in whole or in part, the Parties shall begin the process of transition service ("Transition Readiness") as contained in the Exhibit D-D ("Transition Readiness Description"). The Transition Readiness Description outlines the general expectations of the Parties with respect to Transition Readiness and winding down of Services.

c. Other Entities

In the event of the State allowing Other Entities to participate in this Agreement and gain access to the State Environment. OCIO will provide CSC with Notice of the addition of Other Entity's participation. Depending on whom the Other Entity is, CSC may need to negotiate a separate agreement with the Other Entity prior to approval of the Work Authorization.

d. Acceptance and Rejection of WA Transactions

WA Transactions shall be deemed valid, only if provided by the OCIO to the Contractor on a valid Work Authorization. The Contractor shall accept the OCIO's notification of a request for change to the Services by receipt of a Work Authorization. It is incumbent of the OCIO prior to the submission of a Work Authorization to ensure that proper and adequate funding is secured for that respective Work Authorization for the Contractor. Upon OCIO submission and Contractor acceptance of WA Transactions, the OCIO shall be liable for invoices for WA Transactions upon invoice verification by the OCIO.

In the event that a certain Standard Access Agreement contains provisions that are not reasonably acceptable to Team CSC, Parties agree in good faith to work towards finding a reasonable solution to the provision(s) in question so that Team CSC can perform obligations hereunder. If after good faith efforts, no resolution can be reached between the Parties, then CSC maintains the right to reject the Work Authorization.

G. ENVIRONMENT STAND UP

The Parties agree that successful implementation of Services under this Agreement will require thoughtful and standardized processes that can be applied State agency-by-agency to assure that the State and Team CSC are optimizing efforts during the On-boarding Process to the Services.

The following processes shall represent the standardized processes for specific stages of the On-boarding Process to the Services. Variations of any of the processes below shall be handled by the State and Team CSC on a case-by-case basis and only be deemed valid if approved in writing by both parties prior to the implementation of the variation.

1. Pre-Migration Services ("Pre-Migration Services")

As part of the migration process, Parties agree that all State agencies and departments that are participating under this Agreement will be mandatorily required to utilize Pre-Migration Services as contained herein. Exceptions to the requirements of this Section G, any variances shall be addressed on a case-by-case basis by the OCIO and CSC and only deemed valid if approved in writing by both parties.

2. Set Up and Migration ("SUM")

To assure that the State and Contractor are optimizing efforts for set up and migration of the Services, the Parties agree that the SUM process in Exhibit D-E shall be the standardized process for SUM. Variations of this SUM process shall be handled by the State and CSC on a case-by-case basis and only be deemed valid if approved in writing by both parties.

3. Acceptance of BPOS Software License Terms

The State will be required to accept that the License Terms for BPOS and other Services contemplated under this Agreement ("**BPOS License**"), as appropriate and applicable, prior to use of Service. As commercially and technically necessary during the Term of this Agreement, Team CSC reserves the right to update the BPOS License.

H. MAINTENANCE AND OPERATIONS

The maintenance services provided under this Agreement shall be as follows:

1. Technical Support Services

Team CSC under this Agreement is committed to helping the State and its agencies/departments that utilize this Agreement to quickly and efficiently resolve service-related issues that end-users may encounter when using the Services. Section 016 entitled Support and Service Management Service Description of Volume III of CSC's Bid contains all support and service related items relevant to this Agreement and is incorporated as part of this Agreement

2. Service Level Agreements ("SLA's")

The following SLA's are issued under, subject to, and governed by, the terms of this Agreement are contained in CSC's Bid. All SLA's applicable under this Agreement are contained in Volume III of the CSC's Bid under the following sections, which are incorporated as part of this Agreement:

- Volume III Section 018 Exchange Online SLA Dedicated
- Volume III Section 019 SharePoint Online SLA Dedicated
- Volume III Section 021 Office Communications Online SLA Dedicated
- Volume III Section 022 Office Live Meeting SLA

The application of service credits is the sole and exclusive remedy to the State.

3. Issue and Problem Management

Support areas not addressed under Section G.1 or G.2 of this Agreement shall be directed in writing as a Notice to (a) the CSC Primary Technical Contact, if of a technical nature including technical performance of the Services or (b) to the Contractor CA, if related to contractual performance matter under this Agreement. Upon receipt of Notice by the State under this Section G.3, CSC and the State will enter into good faith discussions to remediate issues identified in the Notice under the terms contained herein.

4. Transition Readiness ("Transition Readiness Services")

Upon reduction of Services by the State, in whole or part, and via a Work Authorization under Section E.2, Team CSC will provide Transition Readiness Services to the State, provided that (a) the State issues a written request for Transition Readiness to Team CSC with the reduction of Services of the Work

Authorization at the time of such reduction of Services and (b) the State is current on all payments under this Agreement related to the Services herein or the Parties are acting in good faith to resolve outstanding payments or as otherwise mutually agreed to in writing between the Parties.

If the State terminates Services under this Agreement and in accordance with GSPD-401IT for (a) Convenience, or (b) the Services are terminated by Team CSC for State misuse of Services or (c) for default or insolvency by the State, then additional fees may apply for such Transition Readiness Services for the transition period ("Transition Period"). The Transition Readiness Services to be provided under this Agreement will be for a Transition Period of no more than six (6) months, or as determined by the Parties in writing.

Notwithstanding anything to the contrary, Transition Readiness Services will be handled as a project with a corresponding Work Authorization. The Parties will develop a Work Authorization specific transition assistance plan, including roles and responsibilities, key milestones and the schedule for transition, to be agreed upon by Team CSC and the State. Transition Readiness Services are further explained in Exhibit D-D which establishes the general roles, responsibilities and expectations of the Parties.

I. INVOICING

Invoices shall reference the Agreement Number 09-120431, and provide a breakdown and explanation of all charges,

1. Invoice Sample ("**Detailed Invoice**"). The Detailed Invoice below represents a sample invoice that CSC will submit to the State for billing purposes. If during the Term of this Agreement the Parties require additional changes to the format of the Detailed Invoice, the Parties will agree in writing to the necessary changes to the Detailed Invoice.

California Email Services Agreement 09-120431

Sama	le Invoice				
Samp	ie invoice				
Invoice Number:			Account:		
Date:					
T	Life of Office St. Olivers				
	alifornia Office of the Chief Information Offi al Services Section	ficer Remit To:	Computer Sciences Corporation Wachovia Bank	n	
P.O. Box			CSC-Civil		
Rancho C	ordova, CA 95741-1810		P O Box 8500-S-2476		
			Philadelphia, PA 19178-8870		
Agreemen	nt number IFB OCIO 09-120431				
VAT Number	95-2043126	Due Date:			
Terms:	Net 30	Duc Date:		ustomer PO:	
Project No.:	1101.50			voice Total:	
Project Name:				ll Number:	
Project Period of	Performance:			ontract Value:	
Billing Period:			%	of Total Billed:	
			Current		Cumulative
	Description of Services		Amount		Amount
	EMAIL		\$XX.00		SXX.00
	(see attached detail)				
		Tatal	50.00	-	CO 00
		Total	\$0.00	-	\$0.00
	,			-	\$0.00
This is to ce	ertify that the services set fo			- od stated.	\$0.00
This is to ce	* ertify that the services set fo			- od stated.	\$0.00
			rformed during the perio	od stated.	\$0.00
This is to ce Billing Manac				od stated.	\$0.00
			rformed during the perio	od stated.	\$0.00
			rformed during the perio	od stated.	\$0.00
			rformed during the perio	od stated.	\$0.00
	ger		rformed during the perio	od stated.	\$0.00
	ger		rformed during the perio	od stated.	\$0.00
	ger		rformed during the perio	od stated.	\$0.00
	ger		rformed during the perio	od stated.	\$0.00
	ger		rformed during the perio	od stated.	\$0.00
	ger		rformed during the perio	od stated.	\$0.00
	ger		rformed during the perio	od stated.	\$0.00
	ger		rformed during the perio	od stated.	\$0.00
	ger		rformed during the perio	od stated.	\$0.00
Billing Manac	ger		rformed during the perio	od stated.	\$0.00
Billing Manac	ger		rformed during the perio	od stated.	\$0.00
Billing Manac	ger		rformed during the perio	od stated.	\$0.00
Billing Manac	ger		rformed during the perio	od stated.	
Billing Manac	ger		rformed during the perio	od stated.	\$0.00
Billing Manac	ger		rformed during the perio	od stated.	
Billing Manac	ger		rformed during the perio	od stated.	
Billing Manac	ger		rformed during the perio	od stated.	
Billing Manac	ger		rformed during the perio	od stated.	
Billing Manac	ger		rformed during the perio	od stated.	

2. Invoices shall be submitted not more frequently than monthly in arrears to:

Office of the State Chief Information Officer Administration Division – Accounting Office P. O. Box 1810 Rancho Cordova, CA 95741-1810

3. Payments to Contractor for valid invoices are due in thirty (30) days from receipt of the invoice.

J. BUDGET DETAIL AND PAYMENT PROVISIONS

Payment will be made monthly in arrears upon receipt of a correct invoice.

- For Services rendered that have met Service Acceptance, and upon receipt and approval of a valid invoice, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in the CSC's Bid. The State Invoice Validation Analyst will review invoices and authorize payment. Payment will be authorized upon satisfactory completion of Service Acceptance.
- 2. In the event the State finds a discrepancy, the State Primary Technical Contact shall, within five (5) working days send a Notice regarding the discrepancy to the CSC Primary Technical Contact with a duplicate to be sent to the Contractor CA. The Parties shall work to remediate the discrepancy and implement a mutually acceptable resolution.
- 3. For the initial order or some subset thereof that is agreed to by the State, and considered to be the pilot implementation, payment will be withheld until that implementation is successfully complete as agreed to by the State and Contractor under Service Acceptance.
- 4. The State may terminate this Agreement at any time for convenience, by giving written notice to the Contractor at least thirty (30) calendar days prior to the date when such termination shall become effective.
- 5. Travel and per diem are not applicable to this Agreement.
- 6. Budget Contingency Clause

This Agreement is valid and enforceable only if: (a) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and/or (b) sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this Agreement for the purposes of this program.

The OCIO agrees and will certify that no Work Authorizations shall be submitted

to CSC unless OCIO has confirmed that appropriation of funding for each Work Authorization. If funding has not been appropriated, CSC retains the right to reject the Work Authorization.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State other than as contained herein, or offer an Agreement amendment to Contractor to reflect the reduced amount. Notwithstanding anything to the contrary, any outstanding invoices due to Contractor for (a) work already conducted for accepted Work Authorizations or (b) for work in progress under accepted Work Authorizations and unpaid, shall still be due to Contractor.

K. OTHER BENEFITS, LIABILITIES, AND DISCOUNTS

All other benefits, liabilities and discounts, identified in Contractor's Final Response to IFB OCIO 09-120431 are hereby incorporated and made part of this SOW.

1) The monthly rate for BPOS-D Exchange for those users appropriately licensed with an Exchange Standard Client Access License and active Software Assurance are identified in Appendix B (Summary Cost Worksheet). This price is only valid while the Exchange Standard User Client Access License is enrolled in Software Assurance. Verification of active Software Assurance will be required as part of the Work Authorization documentation.

Products that will be considered to enable the discounted price include:

- Exchange Standard User CAL w/Software Assurance
- Core User CAL w/Software Assurance
- Enterprise User CAL w/Software Assurance
- 2) Notwithstanding anything to the contrary of the State of California General Provisions – Information Technology ("GSPD-401IT") effective on 4/12/2007 and for the purposes of clarity related to Limitations of Liability within the GSPD-401IT, Parties agree that each Work Authorization submitted under this Agreement shall be considered the same as a Purchase Order as defined in Section 26 of the GSPD-401IT and the Purchase Price as defined in Section 26 of the GSPD-401IT shall be equal to the individual value of the Work Authorization for the purposes of Limitations of Liability related to this Agreement.

3) Compliance with Laws

- a) CSC may modify or, if necessary, terminate the availability of all of part of the BPOS Solution(s) or Services herein, in any jurisdiction if there is any current or future government law, regulation, requirement, decision, order, or other ruling (hereinafter "Government Requirement") that (1) causes Microsoft to be regulated as a telecommunications provider, (2) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, or (3) causes Team CSC to believe its obligations under this Agreement for Services may be in conflict with such Government Requirement.
- b) Without limiting subsection K.3.a, if any change in a Government Requirement prevents Team CSC from performing its obligations under this Agreement on the terms set forth herein, or materially alters the economic viability of providing the BPOS Solutions or Services for the fees set forth herein, then the Parties will negotiate in good faith to amend the Agreement, if and to the extent possible, to address such change.
- c) In the event of a Government Requirement whereby the Parties cannot negotiate a change as contained in subsection J.3.b and in accordance with Section 24 of the GSPD-401IT, State agrees that Force Majeure may be invoked by CSC if any of the conditions are met above related to a Government Requirement and that CSC retains the right to terminate its obligations under this Agreement and is relieved of its obligations as contained herein.

4) Third Party Software

To the extent that, the State asks Team CSC to use, install, configure, access, host, distribute to State systems and/or maintain a copy for archival, backup or operational purposes, any State or third party software not included as part of the BPOS Services or other Services ("Other Products"), then the State is responsible for:

- a) Securing for Team CSC all rights reasonably necessary for Team CSC to perform such task(s) (including the right to use and reproduce such Other Products within Team CSC facilities as needed to perform such tasks),
- b) Obtaining the appropriate consents and/or licenses from the State or the third party to allow Team CSC to perform such tasks with the Other Products.

CSC must approve the use, installation, configuration, access, hosting, distribution or maintenance of any Other Products as described in this Section K.4. Approval will be agreed between CSC and the State prior to submission of a Work Authorization Form and documented in that form or via the Change

Management Process. Team CSC is not responsible for the development, administration and maintenance of Other Products.

5) Ownership in BPOS Services.

The State acknowledges and agrees that Team CSC neither transfers or grants any right, title or interest in or to the BPOS Services to the State except for those rights reasonably required to use the Services in a manner set forth in this Agreement. No additional rights are granted, either expressly or by implication. The State will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from Team CSC under this Agreement. Because BPOS is a service and is defined as a Pre-Existing Material under the GSPD-401IT Section 37.b, the State agrees that no Work Products are being created under this Agreement and there is no joint development of intellectual property being contemplated by, or delivered under this Agreement to the State, and as such no Government Purpose Rights to BPOS Services maybe exercised.

6) Security/Privacy

a. Security

Team CSC maintains a data security policy applicable to the BPOS Solutions and/or Services ("Microsoft Online Services Security Policy"). Team CSC will communicate the Microsoft Online Services Security Policy to the State on a confidential, need-to-know basis, along with other information reasonably requested by the State regarding Team CSC security practices and policies. The State is solely responsible for determining whether the Microsoft Online Services Security Policy meets the State's requirements. FURTHER, THE STATE ACKNOWLEDGES THAT TEAM CSC CONSIDERS THE MICROSOFT ONLINE SERVICES SECURITY POLICY TO BE A TRADE SECRET UNDER THE TRADE SECRETS ACT, 18 U.S.C. 1905, AND EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT, 5 U.S.C. 552 OR OTHER CORRESPONDING STATE DISCLOSURE LAWS. The Microsoft Online Services Security Policy will not be attached to this Agreement, but may be referred to in this Agreement.

b. Privacy

(i) General. Team CSC will comply with all data protection and privacy laws applicable to its provision of the BPOS Solutions to the State. Team CSC is not responsible for compliance with any data protection or privacy law applicable to government computing that is not generally applicable to government computing or IT service providers.

- (ii) Transfer of Personal Information. Personal information collected or otherwise processed by Team CSC in the performance of the BPOS Solutions or Services under this Agreement may be transferred to, and stored and processed in, the United States. The primary locations will be the primary and back-up data centers located in the United States. In addition, other locations include the location of Team CSC support teams who provide support to the State support teams in resolving issues involving the BPOS Solution, Services or locations where back-up or archiving facilities may be agreed to with the State or where antivirus and other security scans are performed. To the extent material changes are made in where or how Team CSC provides the BPOS Solutions or Services, Team CSC will use the Change Management Process.
- (iii) Use of Customer Property/Data. Team CSC may (A) use Customer Property/Data for the limited purpose of providing the BPOS Solutions and Services as described in this Agreement, and (B) access or disclose Customer Data, including personal information: (i) if and as needed to provide the BPOS Solutions or Services herein; (ii) to satisfy legal requirements, comply with law or respond to lawful requests or legal process as approved by the State Information Security Office; (iii) to protect the rights or property of Team CSC or its customers, including the enforcement of its agreements or policies governing use of the BPOS Solutions or Services; or (iv) to act on a good faith belief that such access or disclosure is necessary to protect the personal safety of individuals or the public.

c. Security Review

(i) Team CSC will, subject to this Section K.5.c, conduct a security review of the security of the Team CSC systems used to provide the BPOS Solutions from the data centers ("Data Center Locations"). This security review of these Team CSC systems: (A) will be performed at least annually; (B) will be performed according to appropriate industry security standards as elected by Team CSC in accordance with the SAS 70 Type II auditing standards, although Team CSC may change audit report methods in its sole discretion; provided, however, that Team CSC will continue to maintain an equivalent or enhanced set of controls and a comparable audit report through the term of the Agreement; (C) may be performed by third-party security professionals at Team CSC's election and expense; (D) will result in the generation of a security review report ("Microsoft Security Review Report"), which will be Microsoft confidential information; and (E) may be performed for other purposes in addition to satisfying this Section K.5 (e.g., as part of Team CSC's regular internal security procedures or to satisfy other contractual obligations).

- (ii) The Microsoft Security Review Report will address the control procedures used by Team CSC to provide the BPOS Solutions from the Data Center Location(s), including specifically an assessment of whether (A) the control procedures were suitably designed to provide reasonable assurance that the stated internal control objectives would be achieved if the procedures operated as designed, and (B) the control procedures operated effectively at all times during the reporting period.
- (iii) Upon the State's reasonable, advance written request by the State Information Security Office only, Team CSC will provide to the State, on a confidential, need-to-know basis, a redacted version of the Microsoft Security Review Report so that the State can reasonably verify Team CSC 's compliance with its security obligations under this Agreement. Team CSC may remove any information from the Microsoft Security Review Report that may compromise the security of Team CSC's information technology environment or the confidentiality of any third-party confidential information, provided that such removal does not prevent the State from understanding the substance of the Microsoft Security Review Report.
- (iv) Team CSC will make good faith efforts, to remediate (A) any errors identified in the Microsoft Security Review Report that could reasonably be expected to have an adverse impact on the State's use of the BPOS Solutions; and (B) material control deficiencies identified in the Microsoft Security Review Report.

L. CONFIDENTIALITY/ NON DISCLOSURE ACT

The terms and conditions of this Agreement, and its amendments and addenda, are to be treated as confidential and proprietary information of both Parties, subject to the provisions of the California Public Records Act. The Parties agree that they will not disclose the other's confidential and proprietary information to third parties except as provided for in the Confidentiality and Non-Disclosure Agreements attached as SOW Exhibit D-B(Conflict of Interest and Confidentiality Statement) and SOW Exhibit D-C (Confidentiality and Non-Disclosure Agreement) or as required by law. The Parties further agree that each shall use and disclose the confidential and proprietary information of Team CSC in the same manner as the Parties' own confidential and proprietary information, and that they will abide by the provisions on Confidentiality of Data and Protection of Proprietary Software and Other Proprietary Data as set forth in the GSPD-401IT.

In the event disclosure is deemed required by law, the State shall give CSC advance written notice sufficient for CSC to evaluate the proposed disclosure and take any and all appropriate action to prevent such disclosure, if necessary.

M. STATEMENT OF ECONOMIC INTERESTS

As applicable, Consultants can be categorized as a public official for purposes of adherence to Conflict of Interest laws and the filing of a Statement of Economic Interests (Form 700). As such, upon award and prior to beginning work, and on an annual basis, the Contractor's staff and/or Subcontractors engaged in performing the services described in this IFB are required to complete and submit a Form 700 to the State CA. To acquire an exemption from this requirement, Contractor must submit a request to the OCIO explaining the basis for the request and the staff or Subcontractor staff to be excluded on that basis. To access the Form 700 and instructions http://www.fppc.ca.gov/forms/700-09-10/Form700-09-10.pdf

N. <u>SUBSTITUTION OF DISABLED VETERAN BUSINESS ENTERPRISE SUBCONTRACTORS</u>

This Agreement is awarded based on a commitment to subcontract a portion of the total amount of the Agreement to a Disabled Veteran Business Enterprise (DVBE) identified in the declaration (GSPD 105).

1. **DVBE Participation Reports**

The contractor shall submit reports twice a year during the month of January and July for the term of the Agreement to OCIO. The reports shall certify the following:

- 1. The total amount the contractor received under the contract;
- 2. The name and address of the DVBE that participated in the performance of the agreement;
- 3. The amount each DVBE received from the Contractor:
- Certification that all payments under the contract have been made to the DVBE and
- 5. The actual percentage of DVBE participation that was achieved.

2. Substitution of a DVBE Subcontractor (Reference CCR 2, §1896.64)

The Contractor must use the DVBE subcontractors and/or suppliers proposed in the solicitation response to the state, unless a substitution is requested. The Contractor must request the substitution in writing to the OCIO State Primary Technical Contact Primary Technical Manager and the State CA must approve the substitution in writing prior to commencement of any work by the new subcontractor/supplier (Reference (CR 2, §1896.64) for minimum requirements).

O. <u>ADDITIONAL OCIO RIGHTS UNDER THIS AGREEMENT:</u>

For the purposes of clarity and avoidance of confusion under this Agreement, the OCIO is granted during the Term of the Agreement the limited right to resell the

Services contemplated herein to (a) other State of California governmental agencies and (b) other municipal or local governments within the State of California.

P. REPRESENTATIONS AND WARRANTIES:

Both the State and CSC represent and warrant that:

- a) This Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;
- b) Each has all requisite organizational power, and authority to execute, deliver, and perform its obligations under this Agreement;
- c) The execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms;
- d) Team CSC warrants that Services and deliverables furnished as contained herein substantially conform to the Services Descriptions (and respective work authorizations) and that deliverables will be free from material defects in materials and workmanship, to the extent applicable to the Services.
- e) The Parties agree that neither shall use the service marks or trademarks of the other party without the express written approval of the other Party. Service marks and trademarks include corporate name, technology names and trademarks in plain text, logos, trade dress, designs to accurately identify and refer to Team CSC members and their technology. Use of service marks and trademarks will not be unreasonably withheld by the owner for the purposes of promotion and performance under this Agreement.

10/07/2010 Page 32

WORK AUTHORIZATON FORM

CALIFORNIA EMAIL SERVICES (CES) Work Authorization

Agreement # 09-120431 Exhibit D-A

Da	te Submitted:	
Work Authoriza	tion Number:	
	Department:	
Departr	nent Contact:	
Contact P	none Number:	
Contact E	mail Address:	
Service	es Start Date:	
Servi	es End Date:	

Se	ervice Description	Unit Price	Quantity (+/-)	Extended Cost	Billing Frequency
1. Em	ail, Calendar, and Contacts				
1.1 5 0	GB mailbox	\$ 5.38			Monthly
1.2 25	GB mailbox	\$ 11.31			Monthly
1.3 Des	skless Worker mailbox	\$ 2.13			Monthly
1.4 5 G	B mailbox size with Pre-purchased Licenses with annual maintenance.	\$ 4.38			Monthly
1.5 25	GB mailbox size with Pre-purchased Licenses with annual maintenance.	5 9.86			Monthly
2. Mo	blie Phone Support Services				
2.1 Bla	ckberry Enterprise Server(BES) and Blackberry device support	\$ 5.25			Monthly
3. Leg	gel Archive and E-Discovery Services				
3.1 E	Mail and Calendar legal archiving and E-discovery per user per month.				
1.1.1	2 years or less	5 1.86			Monthly
3.1.2	>2 to 3 years	\$ 1.99			Monthly
3.1.3	>3 to 7 years	5 2.15			Monthly
3.1.4	>7 to 10 years	\$ 2.15			Monthly
	ditional archiving storage, if any. (above that required for 600 MB per year of mail tivity) per gigabyte per month	\$ 2.32			Monthly
3.3 Ing	gest existing e-mail data, archives, PST, and other files per Gigabyte	\$ 15.59			One-Time
3.4 Ex	tended archive for an indefinite number of years (beyond 10 years).	\$ 33.26			Annual
	pilaboration Tools and Services				1
	Dilaboration Tool Set (Includes SharePoint Online, Office Communications Server and we Meeting with 250 MB of storage per user)	s 2.51			Monthly
4.2 Ad	diffional Storage of files or data on-line over the included 250 MB per user	\$ 2.49			Monthly
5. Mi	gration Planning				
5.1 Mi	gration Planning for Exchange mailbox	\$ 27.82			One-Time
5.2 Mi	igration Planning for Lotus Notes mailbox	\$ 53.99		:	One-Time
5.3 Mi	igration Planning for GroupWise	\$ 53.99			One-Time
5.4 Mi	igration Planning fpr Blackberry device	5 4.22			One-Time
5.5 Cla	assroom training for end users on client	5 67.50			One-Time
6. En	mail Migration from Exchange, Lotus Notes, and GroupWise				т
6.1 En	mail Migration for Exchange mailbox	\$ 20.25			One-Time
6.2 Er	mail Migration forr Lotus Notes mailbox	\$ 20.25			One-Time
6.3 Er	mail Migration for GroupWise mailbox	\$ 20.25			One-Time
6.4 M	igration for Blackberry device	5			One-Time
6.5 Mi	igration of user archives/PST files	\$ 265.92			One-Time
7. E	xit fram Vendors Solution				

California Email Services Agreement 09-120431

CALIFORNIA EMAIL SERVICES (CES) Work Authorization

Agreement # 09-120431 Evhibit D-A

7.1	Exit Services for E-Mail, Calendar, Contacts per user/mailbox	\$	2.11		One-Time
7,2	Exit Services for Collaboration Tools per user	5	2.14		One-Time
7,3	Exit Services for Legal Archive and E-Discovery per user/mailbox	s	2.57		One-Time
8.	Specialty Service Pricing				
8,1	Voice Over IP	\$	9.50		Monthly
8.2	Outbound FAX Service per page per month	\$	0.04		Monthly
9.	BPOS Service Pricing for Unanticipeted Tasks				
9.1	CSC Customer Site Rate Schedule				One-Time
9.2	CSC Contractor Site Rate Schedule				One-Time
App	proved:				
	OCIO Technical Project Manager	· · · · · ·	Date:	_	
			Dete:	_	
	CSC Technical Project Manager	Estimate Completion	Date:	_	

All work performed in accordance with this Work Authorization will adhear to the provisions and cost rates of CES Agreement Mumber 09-120431. Monthly billing will not commence until the completion of Service Acceptance or completion has been verified by the OCIO. This Work Authorization shall be incorporated as part of the CES Agreement Number 09-120431.

SOW EXHIBIT D-B

Conflict of Interest and Confidentiality Statement

Office of the Chief Information Officer (OCIO) CES Project

I certify that I have no personal or financial interest and no present or past employment or activity which would be incompatible with my participation in any activity related to the CES project ("**Project**'). For the duration of my involvement in this Project, I agree not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding, or associated with a Contractor on the Project.

I certify that I will keep all Project information, including information concerning the planning, processes, development, or procedures of the Project, confidential and secure. I will not copy, give, or otherwise disclose such information to any other person unless the OCIO has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, and terms and conditions, and includes concepts and discussions as well as written or electronic materials. I understand that if I leave this Project before it ends, I must keep all Project information confidential. I agree to follow any instructions provided by the Project relating to the confidentiality of Project information.

I fully understand that any unauthorized disclosure I make may be basis for civil or criminal penalties and/or disciplinary action (including dismissal for State employees). I agree to advise the Project immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has or intends to disclose that information in violation of this agreement.

Signature:	Date:	
Name:	Agency/Company:	
Title:	Unit:	
Position:	E-Mail Address:	
Telephone:	Fax Number:	
l .	1	

~To be completed and signed on first work day~

Keep a copy for self (and Contractor's employer) if desired.

SOW EXHIBIT D-C

Confidentiality and Non-Disclosure Agreement Office of the Chief Information Officer (OCIO) CES Project

This Confidentiality and Non-Disclosure Agreement certifies that all employees of the company identified below will apply confidentiality measures in compliance with the practices or procedures mandated by the Department of General Services and/or the Office of the Chief Information Officer regarding public information. All confidential information will remain the exclusive property of the Office of the Chief Information Officer. All requests from entities other than those related to this Project must be approved by the CES Project Director.

On behalf of the below company, I fully understand that disclosure of confidential information may be cause for civil penalties.

Company Name:		_
Authorized Representative:		
Phone Number:	Fax Number:	_
E-mail Address		_
Signature	Date	_
Print Name and Title:		
	mulated and signed on first work day.	
~10 be cor	mpleted and signed on first work day~	

Keep copy for self (and Contractor's employer) if desired.

10/07/2010 Page 36

Transition Readiness Description

The Parties will develop a State agency or State department specific transition assistance plan, including roles and responsibilities, key milestones and the schedule for transition, to be agreed upon by the State and Team CSC.

The following outlines the general expectations of the parties with respect to the Transition Readiness.

Transition Readiness

State and Team CSC will provide the State with usage information to assist the State in its design of the new State system. Such information will be shared subject to a standard CSC confidentiality agreement, or the Trade Secrets Act, as applicable, and will include:

- Solution descriptions describing the BPOS Solutions then purchased by the State
- Key information relevant to the State's environment, specifically
 - Number and size of Exchange Online mailboxes
 - Number of documents stored in Office SharePoint Online and total storage used
 - Relevant user metrics, such as number of simultaneous active users
 - Support incidents received by Microsoft
 - Locations of Customer Data
 - o E-mail domains processed, address formats, e-mail routing configuration, etc.
- State-specific training material and end-user documentation previously provided to the State by Team CSC as part of the BPOS Solution or Services
- Documentation provided by Team CSC to the State in connection with the Office SharePoint Online customization process
- Type of software in use to provide the BPOS Solution and specific versions

Team CSC will use commercially reasonable efforts to answer any questions by the State with respect to the above information.

Team CSC will use commercially reasonable efforts to assist the State to migrate data from the Microsoft system to the new State system. Such efforts will include:

- Facilitating connection at Microsoft for additional network links, if required
- Setting security permissions and creating accounts to enable access to and migration of data over the network from Exchange Online mailboxes to mailboxes in the new State system
- Setting security permissions and creating accounts to enable access to and migration of data over the network from Office SharePoint Online to the new State system
- Providing backups of Office SharePoint Online data in standard Microsoft formats

• Implementing Exchange connectors to route e-mail between the Microsoft system and the new State system

Out of Scope

Team CSC will not:

- Provide design services for the new State system
- Disclose Microsoft proprietary designs relating to Microsoft data center architecture
- Transfer to the State any hardware or software licenses provided as part of the BPOS Solution
- Provide any labor to execute the data migration
- Provide additional network links

SOW Exhibit D-E

SET-UP AND MIGRATION

1. Summary

This Exhibit describes how Team CSC and the State will collaborate to implement the Services, test the Services, and provide the agreed coexistence and migration capability.

2. Setup

After execution of the Agreement, Team CSC will work with the State to conduct detailed discovery of Customer's environment and gather Customer's configuration choices ("**Detailed Discovery**"). This phase typically takes four weeks. Efficient execution of Detailed Discovery is dependent upon access to information about the State's environment and on clear understanding of the features and configuration options of the Service Descriptions of Team CSC BPOS.

Detailed Discovery finishes when the data is agreed as complete by both the State and Team CSC. Team CSC will then provide the State with a project plan showing the major milestones leading up to Solution Ready and estimates of migration timeline thereafter. Team CSC makes no commitments for project schedule until <u>after</u> Detailed Discovery is complete. Any discussion of schedule prior to Detailed Discovery is indicative only and not final.

Average customer deployment timeframes are 16-30 weeks from contract execution to Solution Ready.

After Detailed Discovery is complete Team CSC will build out the BPOS Solutions in Microsoft's data centers and, with assistance from the State, connect to the State environment. This includes configuration of the coexistence capability as detailed in Section 4 of this Exhibit titled E-Mail Coexistence and Migration, if any. Team CSC will perform internal testing and, when Team CSC is satisfied that the BPOS Solutions are operating correctly, Team CSC will declare the Solution Ready date.

After Solution Ready, State will test the BPOS Solutions as described in Exhibit D-G Service Acceptance Testing

After the Solution Billing Date has been established the BPOS Solutions are available for production use and the migration capability described in Section 4 of this Exhibit titled E-Mail Coexistence and Migration.

2.1 State Responsibilities

Team CSC and State must collaborate to achieve successful setup of the BPOS Solutions and subsequent migration. The following items were identified prior to State Agreement execution, additional may be identified during Detailed Discovery.

- Provision co-located Active Directory domain controllers in the Microsoft Data Centers
- Identify and populate the defined extension attributes in State's Active Directory to set mailbox size, features and options.
- Remediate directory errors discovered during pre-flight checks, Notes DirSync, and initial MMSSPP directory synchronization.
- Establish a Quick start VPN connection to the Microsoft Data Centers for the purposes of conducting initial MMSSPP directory synchronization and other setup work.
- The State has communicated, via the Solutions Alignment Workshop that VPN connections to the Microsoft Data Centers would not meet internal security requirements. As the result of the State not supporting VPN connections, there may be an impact the Solution Ready date guidance communicated in Section 2. Setup.
- Provision permanent network connections to the Microsoft Data Centers prior to the Solution Billing Date suitable for production use of the BPOS Solutions
- Enabling connection to Customer's existing e-mail systems cross certification (Notes), permissions, and migration accounts.

Test Accounts and Workstations

Team CSC requires user accounts in State's Active Directory forests and support workstations on State's premises for the length of the State Agreement for the purpose of testing prior to Service Ready, testing during migration and coexistence, testing following upgrades and changes, and support when fully deployed. Requirements are:

- Active Directory: common user accounts in each Active Directory forest containing user accounts that will authenticate to the BPOS Services. Accounts will be used by Team CSC personnel.
- Workstations: support workstations on State premises with standard or common State desktop operating software installations for common operating system and common applications. Workstations must be accessible from the Team CSC data centers via Windows Remote Desktop application. Workstations will be used by Team CSC personnel.

Team CSC's standard requirements are for fifty (50) Active Directory accounts and ten (10) support workstations for each source system (Active Directory forest and e-mail system). Team CSC recognizes that this may not be practical for smaller Agencies.

Quantities required for each Agency will be determined following the SAW process and documented in the Work Authorization Form.

3. Solution Testing

The State can test the BPOS Solutions after Team CSC issues the Solution Ready Notice and prior to the Solution Billing Date. This provides State with an opportunity to verify that the BPOS Solutions are performing in accordance with their Solution Descriptions and the support solution request process is working effectively. Procedures vary by BPOS Solution and are described in Exhibit D-H Service Acceptance Testing.

4. E-Mail Coexistence and Migration

For each department or agency migrating to Services under this Agreement a separate Work Authorization will be submitted to CSC by the State.

5. Standard Solutions

State has had an opportunity to review the Microsoft BPOS Solution Descriptions. Team CSC recommends that State review the Solution Descriptions with all internal stakeholders. Team CSC is offering software plus services solution with features and options common to other customers. Team CSC does not intend to tailor the implementation for the State beyond the configuration options specified in the Solution Descriptions and CSC's Bid. Team CSC will listen to, investigate, and respond to any request for change made by State but does not guarantee that all such requests will be approved. State acknowledges the BPOS Solution Descriptions meet the minimum State requirements to deliver the contracted solutions. Any feature functions not specifically identified as in scope for the Solution Descriptions is by default considered out of scope and will not be provided by Microsoft.

To aid State in review of the Team CSC BPOS Solution Descriptions here are some points of particular note:

Network Connectivity

Team CSC does not provide an option for customers to terminate owned circuits (MPLS) and/or owned equipment (e.g. routers and switches) into Microsoft Data centers. Network transport between the customer's network and the Microsoft data centers is required to support directory synchronization, authentication traffic and client/server traffic from users connected to the customer's corporate network and to support email migration. Microsoft provides Internet-based OnNet VPN in accordance with the latest Network Service Description.

Exchange Online

- Blackberry Enterprise Services ("BES"):
 - Team CSC does not offer the application software distribution feature of BES. There are workarounds available and are noted in the Service Descriptions.
 - Team CSC does not offer the Instant Messaging integration features of BES
- Information Leakage Protection Services (also referred to as Data Leak Protection (DLP)) to provide inline or passive email content scanning based upon certain keywords is not included within the Exchange Online service. Alternative solutions exist, such as routing all inbound and outbound SMTP traffic to a customer-premises DLP device. Hosting DLP (or other) devices in Microsoft datacenters is not available.
- Exchange Online does not support integration with Cisco Unity. A known workaround is available.
- Exchange Online does not offer not support Mailbox Archiving solutions that are intended to perform mailbox size management functions (also referred to as Stubbing). Support for archiving for compliance purposes (also referred to as journaling) is documented in the Service Description.
- Exchange Online can provide free & busy coexistence between a customer's single on-premise Exchange and/or single Lotus Notes environment during the migration period to Exchange Online. Exchange Online does not provide continued free & busy co-existence beyond the migration period or calendar sharing. Exchange Online is evaluating providing such features in the Exchange 2010 roadmap. At such time Team CSC will communicate the features available and on-premise version requirements. Team CSC will collaborate with the State to devise a migration schedule that runs as quickly as possible by running Exchange and Notes migrations in parallel, migrating small Agencies in a single weekend so avoiding the need for coexistence, and other strategies.
- Exchange Online can only provide Cross-Forest Migration and Synchronization of content between one (1) Exchange Organization at a time.
- Team CSC provides the same level of service Forefront Online Protection for Exchange ("FOPE") when included in the Exchange Online offering as when licensed for standalone use with the exception that the Service Level

Agreement (SLA) for Exchange Online controls and the separate SLAs for FOPE standalone service are not provided. These SLA's include:

- Network uptime of 99.999%
- E-mail delivery: Average delivery commitment of less than one minute
- Filtering accuracy
 - Virus blocking: 100% protection against all known e-mail viruses
 - Spam capture: Capture of at least 98% of all inbound spam e-mails
 - False positive ratio: False positive commitment of less than 1 in 250,000 e-mails

SharePoint Online

- Inbound Mail enabled lists are not supported within SharePoint Online
- Team CSC SharePoint Online does not support Anonymous Access
- Voice Integration features are not currently supported across the Online Services
- SharePoint Online does not support any method of single sign-on (SSO)
 authentication in a situation where a user authenticates to the SharePoint
 Server and the server connects to another system on behalf of the user,
 impersonating that user such as would be the case when integrating with on
 premise line of business applications.
- SharePoint Site Variations are not supported
- Kerberos is not supported for authentication to SharePoint Online or for constrained delegation
- Team CSC will support Profile synchronization from up to five (5) forests and a maximum of one hundred (100) domains
- The current release of SharePoint Online can only support authentication with a total of five (5) Active Directory Forests; this is being investigated for increase in future release.

Office Communications Online

Only one Session Initiation Protocol (SIP) domain address is allowed

LiveMeeting

- The Office Live Meeting Portal (if required) must be deployed on premise at the State and is not provided as part of the BPOS Services
- There are will be special considerations necessary for LiveMeeting to support twenty plus (20+) Active Directory Forests.

California Email Services Agreement 09-120431

Option #1: Have multiple Conference Centers (one for each AD forest) and use the Live Meeting Portal to help with deployment to the end users.

Option #2: Have one large Conference Center and have users login individually.

6. Clarifications about the BPOS Services

The State agrees that each agency will have, at least, a Windows 2003-Native Mode, Active Directory; that all users to be hosted by Team CSC will authenticate to this Active Directory; and that these Active Directory accounts will be used to authenticate the access to the mailboxes hosted by Microsoft Online Services.

Exchange Global Address Book - The Microsoft Online Services Exchange Address Book does not currently offer the ability to provide segmented, filtered, partitioned or otherwise different views. All users who access mailboxes in the Dedicated installation of Exchange Online will share the same, common Global Address list.

Delegation of Administration Rights – The common services in use within the Exchange Online Dedicated hosted environment have an administrative hierarchy which is applied to a single instance of the hosted service. Further partitioning of administrative access is not available at this time within the services listed below. This means that there is central administration of some parts of the service, and that the central administrators will have the same, equal access to tools and data. The exception to this case is Account provisioning and access, which continues to be managed in each agency's Active Directory and synchronized by the MMSSPP provisioning tool. Centralized tools include:

- Exchange Mailbox Permissions Tool (CMPMT)
- Proofpoint Archiving
- Blackberry Administrative Service
- Remote PowerShell
- SharePoint Site Collection Administrator rights

Long-term, intra-agency coexistence. – For SMTP co-existence, the State must designate a single set of SMTP bridgehead servers which will route state-hosted email to state-owned mailboxes. Team CSC will configure co-existence SMTP connectors to these bridgehead severs. Team CSC will configure a wildcard connector for all Internet SMTP email to the Internet. Internet traffic will be routed to Microsoft FOPE for outbound SPAM filtering.

Data Loss Protection Server Integration - In the case that the State requires a DLP solution such as an on-premises Vontu server, the state must host the servers within their own datacenters. In this case, Team CSC will route all outbound Internet traffic to that server and will not be able to partition wildcard, Internet-destined traffic between the DLP servers and any other destination. All Internet bound SMTP mail must be configured to send to the state-hosted DLP servers.

State of California Office of the State Chief Information Officer

California Email Services Agreement 09-120431

Fax Services – Microsoft Online Services provides integrated outbound fax capability via a partner service provider. All use of this fax service is billed according to the rate sheet supplied in the IFB response. This is an SMTP based service requiring no hardware, but only configuration by Team CSC. The state requested FAX hosting service or integration for both inbound and outbound FAX capability. Team CSC cannot host FAX servers within Microsoft datacenters, however, provisions for configuring SMTP connectors for FAX servers are supported according to the response in the IFB.

The SharePoint environment will be a single SharePoint farm dedicated to the State with the limitations defined in the SharePoint Service Description. Specifically, SharePoint will only enable up to three (3) web applications - Portal, TeamSites, and MySites.

10/07/2010

SOW Exhibit D-F

CHANGE MANAGEMENT

This Exhibit describes the process by which the Parties may change the scope of the BPOS Solutions purchased by the State. The types of changes covered by this process are:

Category	Process
Adding a BPOS Solution	State notifies Contractor of its desire to add Services to the Agreement via the Work Authorization Form.
Major changes in solution volume	State notifies Contractor of a major change in the volume due to divestiture, acquisition, or extension of the Services.
New or Changed Feature	Team CSC (typically) or the State will notify the other party of the proposed change with an explanation of the reason (to enable design of alternate solutions), the importance, and the requested time frame.
New Solution Release	Team CSC will provide the State with a solution description for the New Service Release, a summary of the major changes, and the proposed schedule and impact for updating to the New Solution Release.

State Change Requests

The OCIO may request a change to the Services purchased by the State under this Agreement by notifying CSC in writing of a requested change, specifying the change in sufficient detail to enable Team CSC to evaluate the same ("State Change Request"). Team CSC may submit to the State any questions related to the State Change Request. Following Team CSC's receipt of a State Change Request (and State's answers to any questions related to the State Change Request, Team CSC will provide State with an estimate of the time needed to assess the State Change Request and an indication of the solutions that will be explored.

Microsoft Change Requests

Team CSC may request changes to the Microsoft BPOS Solutions by notifying the State in writing of a requested change, specifying the change in sufficient detail to enable the State to evaluate the same ("**Team CSC Change Request**"). Each Team CSC Change Request will provide the State with an estimate of the additional costs to be incurred or saved as a result of the Team CSC Change Request, together with any other effects to the BPOS Solutions that may result from the Team CSC Change Request. The State may submit to Team CSC any questions related to the Team CSC Change Request. The State will not unreasonably withhold or delay acceptance or rejection of a Team CSC Change Request.

Assessing and Formalizing the Change Request

If the State advises Team CSC to proceed with the assessment of a State Change Request or Team CSC Change Request, then Contractor will prepare a written change control document ("Change Control Document") that: (i) incorporates a description of the requested change; (ii) assesses the effect of the requested change on the cost of the applicable BPOS Solutions, solution levels, delivery schedules or other areas likely to be affected by the Change Request; and (ii) identifies the cost of the requested change, if any.

Team CSC will provide the State with the completed Change Control Document. The Change Control Document will constitute an offer by Contractor to implement the requested change on the terms set forth in the Change Control Document, including, without limitation, price, payment terms, delivery schedules and solution levels.

If the State accepts Team CSC's offer by executing the Change Control Document, this Agreement (including the applicable Solution Description(s)) will be deemed to incorporate the terms and conditions of the Change Control Document.

Changes Not In Scope

Configuration changes are changes permitted in a solution description (e.g., setting the Message Size Limit to an allowed value) and are not within the scope of this Exhibit. Configuration changes are handled through the Change Control Process within Section E.1 of this Agreement. Operational changes requested by either Party will be made in writing and directed to the other Party's Primary Technical Contact indentified in Section C of this Agreement. These change requests will be reviewed and formalized through periodic solution review during the Quarterly Meetings or sooner if deemed necessary by the State Primary Technical Contact and CSC Primary Technical Contact.

SOW Exhibit D-G

SERVICE ACCEPTANCE

1. Service Acceptance

Service Acceptance Testing procedures ("SAT Procedures") and criteria vary by service and the main criteria are described in Section 2 of this Exhibit below. Any additional test procedures or criteria required by the State as part of the SAT Procedures for acceptance of the Services contained in this Agreement shall be mutually agreed upon in writing between CSC and OCIO and properly identified on the Work Authorization Form. SAT Procedures beyond those contained in this Exhibit may incur additional costs.

Team CSC shall issue to the State a Service Ready Notice when, it determines acting reasonably, it that the relevant Service(s) have been tested and are available for the State pilot users ready for Service Acceptance Testing by the State.

State shall promptly notify the relevant State agency or department of its receipt of a Service Ready Notice. State shall notify Team CSC promptly of its written notification from the State agency or department that the relevant Services have passed or failed the Service Acceptance Tests when run by the State.

In the event that a Service fails the Service Acceptance Tests as run by a State, State shall provide to Team CSC all information as to the reasons for such failure. Team CSC shall as soon as is reasonably practicable address the issues causing such failure and thereafter shall notify State that the Service is available for retesting by the State.

State and Team CSC shall use all reasonable endeavors to ensure that Service Acceptance occurs within the period agreed in the deployment project plan (i.e. typically within 4 weeks of the Service Ready Notice). If there are any major outstanding nonconformities under Team CSC's control relative to the Service Descriptions and any additional requirements in the Work Authorization Form that prevent the State from being able to accept the Services as fit for purpose at the close of the planned Service Acceptance Testing period then the State and Team CSC will agree a new planned date for Service Acceptance and revise the deployment plan in writing.

Should the State or State agency or department fail to provide Team CSC with written notice of service acceptance or service failure within five (5) days following the Service Acceptance Testing period, the Service(s) shall declared as Deemed Service Acceptance. During such Service Acceptance Testing, Team CSC agrees to provide to State agency or department assistance and advice as State agency or department may reasonably require for items that are consistent with the features and functionality described in the Service Description and Work Authorization Form. After the Service Billing Date is established, the Service Level Agreements will govern the performance of the Service(s).

2. Microsoft Exchange Online

- **a.** Service Acceptance Testing for Microsoft Exchange Online covers both verification that the service is working according to the Service Description and that the mailbox data migration process has been tested.
 - From testing performed by the State agency or department, State agency or department will report on success or failure of feature tests as follows:
 - Feature Test: Mail
 - Send, receive, and reply mail to migrated users
 - Send, receive, and reply mail to non-migrated users
 - Send, receive, and reply mail to external users
 - Send mail to Distribution List
 - Non-migrated user reply to mail that had been sent from migrated user prior to migration
 - Recover deleted item from recycle bin
 - Feature Test: Calendaring
 - Book a meeting in a migrated conference room
 - Confirm that a meeting request is accepted for an available conference room
 - Confirm that a meeting request is not accepted for a pre-booked conference room.
 - Updated meeting requests notify all attendees
 - Feature Test: Mobile Device Support (as appropriate)
 - email sent from Exchange arrives at BlackBerry
 - email sent from BlackBerry arrives in Exchange
 - email sent from Exchange arrives at Windows Mobile Device
 - email sent from Windows Mobile Device arrives in Exchange
- **b.** Service Acceptance Testing shall be successful provided:
 - Successful access by up to 100 early adopter users
 - Feature tests successfully completed
 - The features described in the Service Description operate together with any additional acceptance criteria identified in the Work Authorization Form or otherwise mutually agreed upon in writing between CSC and the State.

3. Microsoft SharePoint Online

- **a.** Service Acceptance Testing will be conducted as follows:
 - From testing performed by the State agency or department, State agency or department will review the features described in the Service Description and notify Team CSC if any features are not working.
 - Team CSC will agree with State resolution status of problems identified by the early adopter users.
- **b.** Service Acceptance Tests are successful if:
 - Successful access by up to 100 early adopter users

 The features described in the Service Description operate together with any additional acceptance criteria identified in the Work Authorization Form or otherwise mutually agreed upon in writing between CSC and the State.

4. Microsoft Office Communicator Online

- a. Service Acceptance Testing will be conducted as follows:
 - Microsoft will enable up to 100 early adopter test users, typically drawn from the IT department.
 - From testing performed by the State agency or department, State agency or department will review the features described in the Service Description and notify Team CSC if any features are not working.
 - Team CSC will agree with State resolution status of problems identified by the early adopter users.
- b. Service Acceptance Tests are successful if:
 - Successful access by up to 100 early adopter users.
 - The features described in the Service Description operate together with any additional acceptance criteria identified in the Work Authorization Form or otherwise mutually agreed upon in writing between CSC and the State.

5. Microsoft Live Meeting

- a. Service Acceptance Testing will be conducted as follows:
 - Microsoft will enable up to 100 early adopter test users, typically drawn from the IT department.
 - From testing performed by the State agency or department, State agency or department will review the features described in the Service Description and notify Team CSC if any features are not working.
 - Team CSC will agree with State resolution status of problems identified by the early adopter users.
- **b.** Service Acceptance Tests are successful if:
 - Successful access by up to 100 early adopter users.
 - The features described in the Service Description operate together with any additional acceptance criteria identified in the Work Authorization Form or otherwise mutually agreed upon in writing between CSC and the State.

SOW Exhibit D-H

CUSTOMER REQUIREMENTS

1. General

- **a. Acknowledgement.** The State acknowledges and agrees that the State must comply with the Customer Requirements as contained herein.
- **b.** Passwords and Access. The State is responsible for maintaining control over and the confidentiality of all passwords and access keys to the BPOS Services. The State is responsible for all use of the BPOS Services by those who have access to the BPOS Services through the State (directly or indirectly).
- **c. High Risk Activities.** CSC disclaims any express or implied warranties for the use of Services for high risk activities (e.g., the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems environments).
- d. Service Acceptance Tests. If the State is responsible for some or all of the Service Acceptance Tests, the State shall promptly run the Services Acceptance Tests following receipt of the Service Ready Notice and shall promptly notify both the CSC Primary Technical Contact and Contractor CA in writing as to whether the relevant Services pass or fail the Service Acceptance Tests. In the event that any of the Services fail the Service Acceptance Tests run by the State, the State shall provide all reasonable detail in connection with the reasons for such failure. The State shall rerun the Service Acceptance Tests promptly once Team CSC remedies the issues causing such failure and has notified by Team CSC that such remedial action has been completed.

2. <u>State Environment/Hardware/Software Requirements</u>

- a. Other Agreements. Except as may be set forth in the Agreement, the State will maintain the appropriate agreements for all software and hardware licensing and maintenance, as well as telecommunications services necessary for Team CSC to provide the Services. Maintenance of Team CSC provided servers and licensing of Team CSC provided software in Service Locations is Team CSC's responsibility.
- **b. WAN Connectivity.** The State will be responsible for the dedicated wide area network connection between the State's network and each Service Location used to provide the Services.
- c. Customer Data Center Facilities Support. It is not anticipated that Team CSC will need to place servers in Customer's facilities. In the event this becomes necessary in Team CSC's reasonable opinion, the State will provide floor space, power, LAN/WAN connectivity, environmental control and physical security for servers, if needed,

provided by Team CSC and placed on Customer's premises. Upon termination of the State Agreement, the equipment will be returned in the same condition, ordinary wear and tear excepted.

Microsoft Client Access and Desktop Software Licenses. The State will be responsible for separately obtaining and maintaining during the Term all Microsoft client access licenses ("CALs"), as contained in Attachment 4 of this Agreement (Costs) required in relation to the BPOS Services (e.g., Microsoft Exchange Server CALs, etc.) and licenses for any other Microsoft client software required to use the BPOS Services (e.g., Microsoft desktop software licenses).

d. Use of Microsoft Software. To the extent the State does not separately procure required desktop software licenses and CALs from Microsoft, this Section will apply to Customer's use of software provided by Microsoft for use in conjunction with the BPOS Services ("Microsoft Software"). The State may use only Microsoft Software in accordance with the Microsoft Software End User License Agreement attached as Addendum 1 to these the State Requirements. State's right to use the Microsoft Software ends at the end of the BPOS Service Period, or when the BPOS Services are updated to no longer support the software, whichever comes first. The State will uninstall the software installed as part of this Agreement when rights to use it are terminated.

3. Restrictions Regarding the BPOS Services

- a. No Unlawful Use/No Resale/Compliance with Laws. The State will not (A) use the BPOS Services for unlawful purposes; (B) use the BPOS Services to impair others' use of the BPOS Services; (C) use the BPOS Services to try to gain unauthorized access to any service, data, account, or network by any means; (D) falsify any e-mail header information (e.g., 'spoofing'); or (E) use the BPOS Services to enable malicious activity, such as sending of spam, enabling denial of service attacks, etc. The State will not resell the BPOS Services, offer the BPOS Services as a service bureau or otherwise make the BPOS Services available to third parties on a commercial basis unless otherwise contained herein. The State will comply with all U.S. Export Administration Regulations and all end-user, end-use and destination restrictions issued by the United States and other governments and applicable to Customer's use of the BPOS Services.
- b. No Reverse Engineering/Decompiling/Disassembling. The State will not reverse engineer, decompile, or disassemble any Microsoft Software or the BPOS Services, except and only to the extent that such activity is expressly permitted by applicable law.

4. Other

- a. Special Terms. The following special terms apply to the following BPOS Services:
 - (A) For Office Live Communications Server Public Instant Messaging Connectivity:

No Interconnection. Unless specified in Work Authorization, the State will not use the BPOS Services to facilitate communication

- 1. with any instant messaging service provider other than Yahoo!, AOL and Microsoft;
- 2. between any external instant messaging networks.

<u>PDA or Mobile Phone Access – Limitation on America Online Instant Messenger network.</u> the State will not use the BPOS Services to pass Instant Messaging or Presence information from (or to) a PDA or mobile phone using licensed radio frequency spectrum (e.g., EVDO, GPRS, EDGE).

(B) For Office Live Meeting:

<u>Terms of Service</u>. The State and any individuals using the service on State's behalf or request will comply with the Terms of Service that accompany the Office Live Meeting BPOS Service except and only to the extent such terms explicitly conflict with the terms of the Agreement.

Recording Notice. The laws of some jurisdictions require notice to or the consent of individuals prior to intercepting, monitoring and/or recording their communications or restrict collection, storage, and use of personal information. The State agrees to comply with all applicable laws and to obtain all necessary consents and make all necessary disclosures before using the online service or the recording feature(s).

Addendum 1 MICROSOFT SOFTWARE LICENSE TERMS Microsoft Software for BPOS Services

These license terms are an agreement between Microsoft Corporation and the State. Please read them. They apply to the software provided to you by Microsoft for use with the BPOS Services, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates, and
- supplements for this software, unless other terms accompany those items. If so, those terms apply.

By using the software, the State accepts these terms.

The State by complying with these license terms have the rights below.

1. INSTALLATION AND USE RIGHTS.

The State may install and use any number of copies of the software on State devices for the purpose described in the agreement to which this EULA is attached. The State right to use the software will terminate as set forth in the Agreement.

2. SCOPE OF LICENSE.

The software is licensed, not sold. This Agreement only gives the State some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives more rights despite this limitation, the State may use the software only as expressly permitted in the Agreement. In doing so, the State must comply with any technical limitations in the software that only allow to use it in certain ways. The State may not

- disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;

State of California Office of the State Chief Information Officer

California Email Services
Agreement 09-120431

- rent, lease or lend the software;
- transfer the software or this agreement to any third party; or
- use the software for commercial software hosting services.

3. DOCUMENTATION.

Any person that has valid access to your computer or internal network may copy and use the documentation, if any, for internal, reference purposes.

4. EXPORT RESTRICTIONS.

The software is subject to United States export laws and regulations. The State must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

Addendum 2

MICROSOFT SOFTWARE FOR BPOS SERVICES

The State is responsible for obtaining and maintaining all desktop software, for example Microsoft Windows Vista, Microsoft Office Outlook and Microsoft Office Communicator as required to use the BPOS Services.

The State is responsible for obtaining and maintaining, those Microsoft CALs contained in Attachment 4 (Costs) of this Agreement as required to use the BPOS Services.

The following table is provided for reference only to the State purchasing BPOS Services and does not take precedence over Customer's Volume Licensing agreements with Microsoft.

Microsoft Service	Required Microsoft Software License to qualify for lower service price	Optional Microsoft Software License
Exchange Online	Exchange Standard CAL w/ SA	Outlook 2003 or later license (L only)
BPO Suite	Exchange Standard CAL w/ SA	Outlook 2003 or later license (L only)
		Office Communicator 2007 or (L only)

Note: Microsoft Windows Server CALs are not required to use the BPOS Services.

Additional Software

If the State selects BlackBerry Support, the State must:

- License the BES server from RIM and provide the SRP license number to Microsoft.
- License Blackberry CALs from RIM and provide the CAL license information to Microsoft.
- Purchase RIM support at a minimum of Blackberry TX2 (USA) or Level 2 (Europe) support and provide the technical support number to Company.

Special Terms and Conditions

The Office of the State Chief Information Officer (OCIO) and the Contractor agree to comply with federal law requirements at the request of the State departments, which are third party beneficiaries of this Contract. For purposes of this document, the term "Agreement" shall be synonymous with the terms "Contract", "Inter Agency Agreement", and "IAA". State agencies, such as the Franchise Tax Board, Employment Development Department, Department of Child Support Service and Department of Social Services can disclose federal tax returns and return information (FTI) only as authorized by Internal Revenue Code (IRC) Title 26 section 6103. This Exhibit is intended to comply with the federally-mandated special procedural requirements for the protection of FTI from unauthorized disclosure and use (26 Code of Federal Regulations (CFR) § 301.6103(n)-1, and IRC section 6103(n)).

COMPLIANCE WITH MANDATORY FEDERAL LAW REQUIREMENTS FOR SAFEGUARDING FEDERAL TAX INFORMATION

The Contractor agrees to adhere to the requirements of section 6103(n) of the IRC (§6103(n)), and as set forth in Internal Revenue Service (IRS) Publication 1075, <u>Tax Information Security Guidelines for Federal, State, and Local Agencies</u>, sections 5.5, and Exhibit 7. Pursuant to the CFR (26 § 301.6103(n)-1), IRC section 6103(n) authorizes a state tax agency, such as the State, to disclose FTI to "any other person" to the extent necessary in connection with the contractual procurement of services, equipment or other property for tax administration purposes. The phrase, "any other person," means a state government agency such as the OCIO, as well as any private firm providing services relating to the processing, storage, transmission, or reproduction of federal tax returns or return information, the programming, maintenance, repair, or testing of equipment, or other property, or the providing of other services, for tax administration purposes (26 CFR §301.6103(n)-1(a) (2)).

- 1. The State receives, processes, stores and transmits FTI for tax administration purposes, as authorized by the "Agreement on Coordination of Tax Administration between the (State Department) and the Internal Revenue Service," (effective date specific to each department's agreement with the IRS), and updated "Memorandum of Implementation," (effective date specific to each department's agreement with the IRS). These agreements require the State to adhere to the requirements of Section 6103 of the IRC, to ensure the confidentiality of FTI. IRC § 6103 requires the State to have adequate programs in place involving policies, practices, controls and safeguards, to protect the FTI data from unauthorized use, access and disclosure within the State, within the Contractor, and within the OCIO, as an agency-shared facility providing data processing services to the State.
- 2. IRC § 6103(n) requires the OCIO to include in this Agreement the requirements set forth in Exhibit 7 of the IRS Publication 1075, <u>Tax Information Security Guidelines for Federal, State, and Local Agencies</u>

3. An additional requirement of IRC § 6103(n) is that the OCIO is to make periodic inspections of the Contractor and to keep a written record of such inspections. The Contractor is also subject to site inspections conducted by the IRS to ensure that adequate safeguards are in place to protect the State's FTI data from unauthorized use, access and disclosure (See page 4 of this Exhibit.).

I. PERFORMANCE

In the performance of this Agreement between the OCIO and Contractor, the Contractor agrees to comply with and assume responsibility for compliance by the Contractor's employees with the following requirements:

- 1. All work will be done under the <u>supervision of the Contractor or its employees</u>.
- 2. Any FTI made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement and except as authorized by federal and state statutory law. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- 3. All FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 4. The Contractor certifies that the State's data processed during the performance of this Agreement will be completely purged from all data storage components of the Customer's computer facility, and no output will be retained by the Customer at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the OCIO' specified designee(s). When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hardcopy printouts, and will provide the OCIO' specified designee(s) with a statement containing the date of destruction, description of material destroyed and the method used.
- 6. All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against

unauthorized use of and access to Federal tax information.

- 7. No work involving FTI furnished under this Agreement will be sub-contracted without prior written approval of the IRS.
- 8. The Contractor will maintain a list of employees with authorized access. Such list will be provided to the OCIO and, upon request, to the IRS reviewing office.
- 9. The OCIO will have the right to void this Agreement if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- 1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1
- 2. The Contractor shall also notify such officer and employee that any such unauthorized inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus, in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC §§ 7213A and 7431.
- 3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to the Contractor by U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder and who, knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or

agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

4. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the OCIO each shall have the right to send its specifically-authorized officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Agreement. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be non-compliant with Agreement safeguards. The Contractor agrees to allow and facilitate an annual site inspection of the Contractor's facility for this purpose by the OCIO' specifically-authorized employees and, upon request, by the IRS, and as set forth in Internal Revenue Service (IRS) Publication 1075.

ATTACHMENT 4

COSTS

APPENDIX B
SUMMARY COST WORKSHEET

ppendic B - Summary Cost Worksh

Frind by the State run CA.Mail. For the Dedicated solution, the state would an initial order of 10,000 maliboxes and commit to resching 25,000 coxes in the dedicated snivironment. No further commitment of initial For evaluation y

orders will be made for any of the services listed below. Volume then pricing is being not exceptible. Major elements of the services are expected to be priced part of exceptible. Major elements of the services are expected to be priced per order per month. Service prices must include all costs for Date Protection, Systems Management and Administration; 7 x25 x305 Support; and Backup

are communant or infinite in order evaluation purposes only the following assumptions are some more principle. Being provided. Assumptions apply to declicated and se expected for be princed pair government categories.

255 for Lab Protection:

Setting Collective and Collective Services (Mandatory)							External cost			P. Vann Conden of Table
Comparison			الــ	Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5	S rem constant local
Estimated number of 56 an allboars 125,000 5 .233 5 .450,000.00 5 .070,000.00 5 .231,460.00 5 .2		114			Ramp-up	Steady State	Steady State	Steady State	Edt	
Estimated number of 5 GB mailboxes 125,000 5 1,131 5 610,740,100 5 1,221,480,000 5 1,221,4		Description	Units		20%	100%	100%	100%	20%	
Edimental number of Sea mellosees 25.000 5 21.200 5 20.000000 5 20.000000 5 20.000000 5 20.00000 5 20.000000 5 20.000000 5 20.00000000 5 20.0000000000000000000000000000000000	T E-Mail, Calendar, and Contact Services (Mandatory)									
Estimated number of 256 the melliones 5,000 5, 1131 5, 610,740,00 5, 1221,480,00		timated number of 5 GB mailboxes	125,000		S	\$ 8,070,000,00	8 070,000,00	l.,	\$ 4.035.000.00	32 280 000
Price per use of the method makes a which methods Stock		timated number of 25 GB mallboxes	9,000	11.31	\$ 610,740.00	\$ 1,221,480,00		_	\$ 610,740,00	\$ 4.885.920.0
Per grant of the per control matter	1.3 Price per user for Deskless Worker mailbox	stimated number of Deskless Worker mailboxes	2,000			\$ 127,800.00		_	\$ 63,900.00	\$ 511,200.0
Plote per united meditors per con and recorded between the control and another per control another per control and another per control another p	1.4 Price per user or shared mailbox per month for 5 GB mailbox size with Pre-purchassed E. Licenses with annual maintenance.	stimated number of users with qualifying pre- richased ficense and ennus maintenance	10,000	4.38		\$ 525,600.00	\$ 525,600.00		\$ 262,800.00	\$ 2,102,400.0
The State will provide all destrips outpointers and conference as, inches as as inches as as associated with initial content as as associated with initial content as as associated with initial content as a content as associated with initial content as a content and as associated with initial content as a content as as a content as a conte	Price per user or shared mailbox per month for 25 GB mailbox size with Pre- purchased Licenses with annual maintenance.	stimated number of users with qualifying pre- inchased itemse and annual maintenance	1,000	9.86		\$ 118,320.00	\$ 118,320.00	118,320.00		\$ 473,280.0
States will provide all desktop selloment and configuration of the state of the selloment and selloment and selloment and selloment and selloment and selloment and selloment of the selloments of the selloment o		ailbox pricing details:								
For services to qualify under the discounted multibox profess that the services to qualify under the discounted multipox profess (fear 1.4 or 1.7 fear 2.4 or 1.4 o		he State will provide all desktop equipment and fivare, e.g. laptop with Office 2003 or 2007, browse	1 .							
prices (form 1.4 or 1.5), the State will acquire and miles or prices (form 1.4 or 1.5), the State will acquire and militable Decharge Server Customer Access Licences (CALs) with Software Assurance. (CALs) with Software Assurance.		Wices, etc.								
Etennési Cott		r services to qualify under the discounted mailbox ices (tem 1.4 or 1.5), the State will acquire and midtain Exchange Server Customer Access Licenses ALI with Software Assurance.								
Etennéed Cort										
Etennésé Cott	All charges for changes to maliboxes a.g. resizing, changing permissions, moving									
Etennéel Cott	magboxes									
Extensive Con	Any and all one-time all recurring charges associated with required Active Directory									
Extended Cost	integrations									
Extended Cost	Any and all one-time and recurring charges associated with any required LDAP internations.									
Elemental Con	Any and all one-time and recurring charges associated with Single Stor-On									
Enterside Cost	Any and all one time and recurring charges associated with integration of the									
Extensive Con	State's Active Directory based e-GAL									
Extended Cost	All calls/inquiries for service or problem resolution									
Exercised Con	Support for ActiveSync enabled smartphones to include but not limited to									
Extended Cost	activation, on-going changes (e.g. password resets and wiping devices), and									
Extended Cost	smartphone administration interface for State administrators									
Extended Cost	Any and all other one-time and recurring charges associated with the proposed e-									
N. S. W. S.	THE PART THE PROPERTY OF THE PARTY OF THE PA		L				Estunded Cost		-	
				1						5 Year Contract Total

1,260,000.00 1,260,000.00 5.25 Blackbarry Service pricing details: stimated number of BlackBerry Users The State will provide: he above BES server and Blackberry support prices must include the

1 of 12

Assumptions:						Extended Cost			
ruly separate departments, postos, and commissions implementing legal archive and e-discovery over the term of the contract.			Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Contract Total
600 MB				Ramp-up	Steady State	Steady State	Steady State	Endt	
Price for E-Mail and Calendar legal archiving and E-discovery per user per month.	Description	Units		30%	100%	П	П	20%	
2 years of ress	Estimated number of users	20,000	\$ 1.86	\$ 558,000.00	\$ 1,116,000.00	\$ 1,116,000.00	\$ 1,116,000,00	\$ 558,000,00	\$ 4,464,000.00
	Estimated number of users	2,000	\$ 1.99	\$ 59,700.00	S	s	s	\$ 59,700.00	\$ 477,600.00
	stimated number of users	15,000	\$ 2.15	\$ 193,500.00	s	s	\$ 387,000.00	\$ 193,500.00	\$ 1
	Estimated number of users	2,000	\$ 2.15	\$ 64,500,00	\$ 129,000.00	\$ 129,000.00	\$ 129,000.00	\$ 64,500.00	00'000'915
Price for additional archiving storage, if any, (above that required for 600 MB per year of mail activity) per gigabyte per month	Estimated additional usable storage requirements in total gloabytes	2,000	\$ 2.32	\$ 69,600.00	\$ 139,200.00	\$ 139,200,00	\$ 139,200.00\$		•
ita, archives, PST, and other files per Gigabyle	Existing data estimate in GB's based on average mathox size of 800MB's; Estimated number of departments for incestion — 50	24,000	\$ 15.59	\$ 374,160.00	N/A	N/A	N/A	N/A	\$ 374,160.00
Extended archive for an indefinite number of years (beyond 10 years).	Estimated additional atorage per gigabyte per year	1,000	\$ 33,26	\$ 33,260,00	\$ 33,260.00	\$ 33,260.00	\$ 33,260.00	\$ 33,260.00	\$ 166,300.00
The above legal archive and e-discovery pricing must include the following:	Legal Archive and E-Discovery Services Pricing Details:								
Sufficient storage including disaster recovery storage for ennual mail activity per user of 600 MB/year.	The service requires the user to have an active mailbox in any category above.								
DOLOVETY BELYINGS						Extended Cost			
Collaboration Tools and Services (Mandatory Optional)			Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Contract Total
Assumptions: Sixty separate departments, boards, and commissions implementing collaboration				Ramp-up	Steady State	Steady State	Steady State	Exit	
	Description	Units		2036	100%	100%	100%	20%	
Monthly price are user for collaboration tool set which may chacke a shared workspace (with Brany services, wrethings, shared clearler, shared tasks, and discussion detabless), featant messaging, presence, and web conferencing. The collaboration obtained to lost set value in the acquired in addition to the e-mail services for a user, and not be acquired independently of e-mail for a user.	Estimated users taking the collaboration tool set in addition to e-mail; must kickude a minimum of 250MB of storage per user	000′06	\$ 2.51	\$ 1,355,400.00	\$ 2,710,800.00	\$ 2,710,800.00	\$ 2,710,800.00	\$ 1,355,400.00	\$ 10,843,200.00
mount of included storage and	Estimated additional storage requirements in total glgabytes (above minimum included storage of 250MB per user)	000's	\$ 2.49	\$ 74,700.00	\$ 149,400.00	\$ 149,400.00	\$ 149,400.00	\$ 74,700.00	\$ \$7,600.00
The above collaboration tools and services prices must include the following:	Collaboration Tools and Services Pricing								
Any other basic or optional collaboration tools and services one-time and recurring charges	The service requires the user to have an active mailbox in any category above.								
Migration Planning (Mandatory)									
One hundred separate departments, boards, and commission migrations over 12+ months for e-mail, calender, and contacts					Exten	Extended Cost			5 Year Contract Total
Ten large organizations (5,000 to 20,000 mailtoxes) for a total mailtox count of 82,500 includes one Lotus Notes and one GroupWise environment.			Unit Price	Year 1					2
Twenty medium organizations (between 1,000 to 5,000 mailboxes) for a total mailbox count of 52,500 includes at least one GroupWise environment.			Þ	Ramp Up/ Migrations					
alibox count	Description	Units		100%	X 6	*	Xo	*	
Migration Planning Price per Exchange mailbox	Estimated number of Exchange mailboxes in 89 departments	108,000	\$ 27.82	\$ 3,004,560.00	N/A	N/A	N/A	N/A	\$ 3,004,560.00
Migration Planning Price per Lotus Notes mailbox	Estimated number of Lotus Notes mallboxes in 3 departments	22,000	\$ 53.99	\$ 1,187,780,00	N/A	N/A	N/A	N/A	\$ 1,187,780.00
Migration Planning Price per GroupWise	Estimated number of GroupWise maliboxes in 8 departments	20,000	\$ 53.99	\$ 1,079,800.00	N/A	N/A	N/A	N/A	00:008/6/0'1 \$
Migration Planning Price per Blackberry device	Estimated number of Blackberry devices	20,000	\$ 4.22	\$ 84,400.00	N/A	N/A	N/A	N/A	\$ 84,400,00
Classroom training for end users on client	Estimated number of users	2,000	05'29 \$	\$ 337,500.00	N/A	N/A	N/A	N/A	\$ 337,500.00
The above inigration planning service prices must include the following: On-line training for edministrators, help desk, and end-users									
On-site and/or Web conferencing based training for at least 300 administrators and help desk personne!									
Twelve train-the-trainer courses spread over 12+ months and held in the Sacramento area or conducted via Web Conferencing									

5

3	Worksh	
CSERVIC	ury Cost	٠
IA EMA	- Summary	,
3	Appendix B	

As email Migration charges will be hoursed for Yealer cutowers, will be mail migration charges will be hoursed for Yealer cutowers with a mile over a statisfied or Yealer cutowers with a mile over a statisfied or Yealer cutowers with a mile over a statisfied or Yealer cutowers work will be a mile over a statisfied or Yealer cutowers work will be a mile over a statisfied or Yealer cutowers work will be a mile over a statisfied or Yealer cutowers work will be a mile over a statisfied or Yealer cutowers work will be a mile over a mile of the Company of Yealer cutowers work will be a mile of the Company of Yealer cutowers work will be a mile of the Company of Yealer cutowers work will be a mile of Yealer cutowers will will be a mile of Yealer cutowers will require the Yealer cutowers will be a mile of Yealer cutowers will	L			_				Extended Cost			
Ne annul migration chustay with no migration or desired for bears, statistic new matter contacts establishers with no migration or desired curvers must be annual contacts of the annual curvers must be annual curvers c	т	hail Migration from Exchange, Lotus Notes, and GroupWise (Mandatory)	27		Unit Price	Year 1					S YEAR CONTRACT LOTAL
Final Migration Price per Eachange mailbox Email Migration Price per Eachange mailbox Email Migration Price per Lotte Notes mailbox Migration Price per Lotte Notes mailbox Migration Price per Lotte Notes mailbox Migration Price per Buckberry devices Migration per Device Price Migration price Price Migration per Lotte Notes Price Migration price Pr	S E S S	omail migration charges will be incurred for "clean" cutovers, that is, new misses established with no migration of existing s-mail, calender or personal intact lists. Any migration/setup costs associated with "clean" cutovers must included in the per mailbox/per, month price.				Ramp Up/ Migrations					
Email Migration Price per Exchange mailbox Email Migration Price per Cachange mailbox Email Migration Price per Cachange mailbox Email Migration Price per Gough/Ne mailbox Email Migration Price per Gough/Ne mailbox Email Migration Price per Gough/Ne mailbox Migration Price	Pric	ce to migrate e-mail, calendar, and contacts data per user up to 800MB of data on vrage	Description	Units		3001	366	*6	*6	960	
Email Migration Price per Louis Notes maibox departments of complyte maiboxes in 3 22,000 \$ 20.25 \$ 50		Email Migration Price per Exchange mailbox	Estimated number of Exchange mailboxes in 89	108,000		\$ 2,187,000.00	N/A	N/A	N/A	N/A	\$ 2,187,000.00
Email Migration Pice par Bischany device militox displacement of Estimated number of GroupWite militox of Estimated number of stackers of estimated number of stackers of estimated number of users and the stackers one-fine and recurring patrops are recurring are recurring patrops are recurring patrops are recurring are recurring patrops are recurring are re	5,	Email Migration Price per Lotus Notes mailbox	Estimated number of Lotus Notes mailboxes in 3			\$ 445,500.00	N/A	N/A	N/A	N/A	\$ 445,500.00
Highation Pirce per Blackberry devices Price to migrate user archives/PST files The above water in files of the price per Blackberry devices The above water in files of the price must include the following: The above water in files of the price and recurring datages needed for the base one-time and recurring datages and recurring datages and recurring datages on the past of the past prograted by the past of the past prograted by the past of the past o	6,	Email Migration Price per GroupWise mailbox	Estimated number of GroupWise maliboxes in 8 departments				N/A	N/A	N/A	N/A	\$ 405,000.00
Price to migrate user archives/PST files Martine to item grade user archives/PST files Martine to item grade user archives/PST files Martine to item grade user group lists. Description of lesser group lists are described above including third gardy migration todes and expensed formal for a less of lesser group lists and any lists of change to another savines. Individual companies and eventual any lists are former and the supported by lesser group lists. Description supported by the lesser grade of lesser group lists and managed spapered with supported by lesser grade of lists and managed spapered with supported by lesser grade grade of lists are grade from the lesser grade grade grade of lists are grade from the lesser grade grad	4	Migration Price per Blackberry device	stimated number of Blackberry devices	20,000	Waived		N/A	N/A	N/A	N/A	· s
Hater below early infigration to service prices must include the following: High above early infigration to lear group jiss. Hater wind to see group jiss. Date of the service prices are considered to the past progration to be added to the past progration to be added above including third party rigination to be added to a triangle of the party rigination and riginated rigination and right rigination and rigination and rigination and riginated riginat		ce to migrate user archives/PST files	Stimated number of users	Γ			N/A	N/A	N/A	N/A	\$ 132,960.00
Esti from Venderor Solution (Mandatory) Esti filtration assurptions and security of the s	\$ 5 °	1 10] ·						
Esti from Veroiros Solution (Mandatory) Gravel Impligation sasumplions: Gravel Impligation support readed to activate all State data in an agreed format for Gravel Impligation support readed to activate all State data in an agreed format of any activate and support of the solution of the entire State implications may also up to skill collected to change the early migration must be up to skill collected by the individual managed approach with approach approach with approach with approach with approach]	man constitution of the co						Extended Cost			5 Year Contract Total
Consolut migration report readed to extract at 15 state date in an agreed formal for anches ache service to State designand repository. This would could could be control to the country of the country o		It from Vendors Solution (Mandatory)			Unit Price					Year 5 Exit	
Pitrie support work for E-Mail. Calendar, Contacts acid migrations per used/mailbox. Etimated number of mailboxes 5 2.11 (Stinoro Strinoro	Graden dep dep bidc	Lostful migration support needed to extract all State data in an agreed format for the service to a State despirational expository. This would occur at end of contract or shy time that a department decides to change to another service. Individual azarment migrations may take up to at (6) menths and the entire State migration by take up to keeke (12) months. The exit migration must be supported by the der in an orderly, phased and managed approach with appropriate project hagement support. Ouring the exit migration, the bidder will work cooperatively the State.	Description	Units		9%	**	100%	% 0	%	
Pice support work for Collaboration acti migrations per user/mailbox. Ethinated number of users 50,000 \$ 2.27 Pice support work for Legal Active and E. Discovery and migrations per user/mailbox. Ethinated number of users 75,000 \$ 2.27 Pice support work for Legal Active and E. Discovery and migrations per user/mailbox. Ethinated number of users 75,000 \$ 2.27 Pice support per user per month	7.1 Pric	ce support work for E-Mail, Calendar, Contacts exil migrations per user/mailbox.	stimated number of mailboxes			N/A	N/A	\$ 316,500.00	N/A		\$ 316,500.00
Pice support work for Legal Archive and E'Discovery axis intignations per user/mailbox. The chain-of-custody must be maintained. Seatialty Service Pricing Price for Voice Over IP support per user per month Price for Outbound FAX service per page per month Price for Outbound FAX service per page per month TOTAL MANDATORY AND MANDATORY OPTIONAL SERVICE COSTS FOR FIVE YEARS FOR ABOVE ITEMS Service per page per month and additional Acids of the Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service per page per month acids to the Mandatory and Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service per page per month acids to the Mandatory and Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service Pricing for Unanticipated Tasks per SOW Mandatory Optional Service Pricing for		ce support work for Collaboration exit migrations per user/mailbox.	stimated number of users	90,000	\$ 2.14	N/A	N/A	\$ 192,600.00	N/A		\$ 192,600,00
Unit Price		ser user/mailbox.	stimated number of users			N/A	N/A	\$ 192,750.00	N/A		\$ 192,750.00
Description Description Dutit Fries				<u></u>				Extended Cost			
Description Description Units Strimated number of users 1000 \$ 9.50 \$				-	Unit Price	Year 1	Year 2	Year 3	Year 6	Year 5	3 Teat Company to the
TOTAL MANDATORY AND MANDATORY OPTIONAL SERVICE COSTS FOR FIVE YEARS FOR ABOVE TTEMS \$ 500 \$ 5 000 \$ 5						Ramp-up	Steady State	Steady State	Steady State	Exit	
Estimated number of users 1000 \$ 9.50 \$	Spt	ecialty Service Pricing	Description	Units		20%	100%	100%		20%	
Price for Outbound FAX service per page per month	1.1 Pric	ce for Voice Over IP support per user per month	stimated number of users			\$ 57,000.00	\$ 114,000.00	\$ 114,000,00	\$ 114,000.00	\$ 57,000.00	\$ 455,000.00
TOTAL MANDATORY AND MANDATORY OPTIONAL SERVICE COSTS FOR FIVE YEARS FOR ABOVE ITEMS \$ SERVICE PROFILE TOTAL MANDATORY OPTIONAL SERVICE COSTS FOR FIVE YEARS FOR ABOVE ITEMS \$ SERVICE COSTS FOR FIVE YEARS F	1.2 Prik	ce for Outbound FAX service per page per month	stimated number of pages per month			\$ 240.00	\$ 480.00	\$ 480.00	\$ 480.00 \$	\$ 240.00	\$ 1,920.00
		TOTAL MANDATORY AND	MANDATORY OPTIONAL SERVICE COSTS FOR F	VE YEARS FOR A	BOVE ITEMS	\$ 17,366,160.00 \$	\$ 16,221,740,00 \$	\$ 16,923,590.00 \$	\$ 16,221,740.00 \$	\$ 8,127,500.00 \$	\$ 74,860,730.00
		OS Service Pricing for Unanticipated Tasks per SOW addebook of the Nandatory and Addeb blow princing for elimentally evention service offerings of the Nandatory and Addebo Policinal Services priced above, for example, additional Active Directory infortian for infragation services, additional security consulting, additional BlackBerry deep BOOS Information considers.					Three year Contract Total	\$ 50,511,490.00			
9.1 CSC Customer Site Rate Schedule Ce Attachment See Attachment See Attachment Comment of the Schedule C		Coustomer Site Rate Schedule	Estimated volumes not available	See Attachment C	See Attachment C						
8.2 GCC Contractor Site Rate Schedule See Attachment See		Contractor Site Rate Schedule	Estimated volumes not available	See Attachment	See Attachment						

Appendix B - Summary Cost Workshe Category B

Malleas an initial order of 10,000 multiboxes and commit to reaching 25,000 mailboxes in the dedicated environment. No further commitment of Initial Por vauluation puroders will be made for any of the services itsets on which volume ter printing is being provides not acceptable. Major elements of the services itset are expendent to be priced par services itsets are expendent to be priced par services instituted and locats for Data Protection; Systems Management and Administration; 7 x 2x x 385 Support; and Bankup and Data Survices Protection.

If the commitment of littles in For wakutation purposes only the cliquoring assumptions are assumptions are assumptions apply to dedicated and assumptions apply to dedicated and all costs for Data Protection;

						Extended Cost			
			Unit Price	Year 1	Year 2	Year 3	Year 4	Year	5 Year Contract Total
				Remp-up	Steady State	Steady State	Steady State	Full	
1 E-Mail, Calendar, and Contact Services (Mandatony)	Cascillation	Units		20%	100%	100%	100K	, cue	
1.1 Price per user or shared mailbox per month for 5 GB mailbox ele-							Non't	20%	
1.2 Price per user or shared mailton ner month for all or in the control of the c	Estimated number of 5 GB mallboxes	125,000	\$ 5.38	\$ 4.035.000.001.5	S ROTH CON CO.	000000000	ļ		
STIR XODIEM OF COLONIA INCIDIT OF COLONIA STAR	Estimated number of 25 GB mailboxes	9,000	- S		1 221 480 00	,	۸.	1	\$ 32,280,000.00
1.3 Price per user for Deskless Worker mailbox	Estimated number of Desklers Worker				4,444,460,00	3 1,221,480.00	5 1,221,480.00	\$ 610,740.00	\$ 4,885,920,00
A Price per user or shared mailbox per month for 5 GR mailbox eith Des sustained in casses storker mailboxes	Saxonian of Dealess Worker maliboxes	2,000	5 2.13	\$ 63,900.00 \$	\$ 127,800.00	\$ 127,800.00	\$ 127,800.00	\$ 63,900.00	\$ \$11,200,00
	need particular of the same with qualifying pre-	10,000	\$ 4.38	\$ 252 800.00	C 636 cm m	-		l	
1.5 Price per user or shared mailbox per month for 25 GB mailbox size with Pre-	Estimated number of users with managements					\$ \$25,600.00	\$ 525,600,00	\$ 262,800.00	\$ 2,102,400.00
purchased Licenses with annual maintenance.	purchased bense and annual melatenesses	1,000	\$ 9.86	\$ 59.160.00	118 320.00	418370.00			
The above malibox prices must include the following:	Mailbox pricing details:						\$ 00.025,811	59,160.00	\$ 473,280.00
	The State will provide all desktop equipment and								
Conference room and resource mailboxes at no charge	software, e.g. laptop with Office 2003 or 2007. browser								
	devices, etc.								
	For services to qualify under the discounted malihov								
Shared mailboxes with no to test (10) seems	Orices (Nem 1.4 or 1.5) the State will amuse and								
	Maintain Exchange Server Customer Arress Heanse								
	(CALS) with Software Assurance.								
Canada and a services for mailboxes (on-going not associated with initial									
All Charges for changes to mailthoxee a Committee of the charges for charges to mailthoxee a Committee of the charges for the charges and the charges of the charges for the charges of th									
mailboxes	Co.								
Any and all one-time all recurring changes associated with an interest of the principle of									
integrations	ALD .								
Any and all one-time and recurring charmes associated with some con-									
integrations									
Any and all one-time and recurring charges associated with Shorle Sion. On	Т								
Any and all one time and recurring changes associated with integration of the	T								
State's Active Directory based a-Gal									
All cells/inquiries for service or problem resolution	T								
Support for Active Sync enabled smartphones to just de but not limited to	T								
activation, on-going changes (e.g. password nessts and whilm devises)									
amanphone administration interface for State administrators									
Any and all other one-time and recurring charges associated with the proposed -	T								
mail, calendaring, and contact services (not associated with migration)	L								
	1					Extended Care			
			Unit Price	Year 1	Year 2	Vear 2	Vana 4	,	5 Year Contract Total
2 Mobile Phone Support Sepulosa Mandain				Ramp-up	Steady State	Standy Chata	Chandy Chats	2 43	
1	Description	Chilts		\$0\$	3001	100%	100%	CONC	
2.1 device/month	Estimated number of BlackBorry Heave	000 01						W	
T. T. T.		20,000	57.5	\$ 630,000,00	\$ 1,260,000,00 \$	1,260,000.00	\$ 1,260,000.00 \$	630,000.00 \$	5,040,000.00
following:	Blackberry Service pricing details:								
Activation or re-activation charges (on-going not associated with initial									
departmental migrations)	The State will provide:								
On-going changes a.g. password resets and wiping devices	- a properly licensed BES server from RIM with								
Creation and change of BB IT policies including configuration and augment	the SRP license number;								
Blackberry administration interface for State administrators	- Ongoing RiM support at a minimum of								
	Blackberry TX2 (USA) support;								
Any and all other one-time and recurring charges associated with the proposed Blackberry services.	- Compliant Blackberry devices to consume the								
	Service.								
	In categories 1.1, 1.2, 1.4, or 1.5 above.								

3.1.1.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.	Fifty separate departments, boards, and commissions implementing legal archive and e-discovery over the term of the contract	T									
ة و ق ا	and e-discovery over the term of the contract				\downarrow		Extended Cost			T	C Vanc Cantered Take
4 6 9	Definitely appears inherent and antitaced mail and heart			Unit Price	r Year 1	Year 2	Year 3	Year 4	Year S	-	ant Contract Jotal
	csunated average modulid and outbound mail activity volume per user per year = 600 MB				Ramp-up	Steady State	Steady State	Steady State	Exit		
	Price for E-Mail and Calendar legal archiving and E-discovery per user per month.	Description	Units		20%				20%	ļ	
	Z years or ress	Estimated number of users	50,000	\$	s	s	\$ 1	\$ 1,116,000.00	\$ 558,000,00	\$ 00.	4,464,000.00
	72 to 3 years	Estimated number of users	2,000	\$ 1.	1.99 \$ 59,700.00	s	\$ 119,400.00	\$	\$ 59,700.00	\$ 00.	477,600.00
	73 to 7 years	Estimated number of users	15,000	\$ 2.	S	\$	\$	\$	\$ 193,500.	\$ 00'	1,548,000.0
			2,000	\$	2,15 \$ 64,500,00	0 \$ 129,000.00	\$ 129,000,00	\$ 129,000.00	\$ 64,500.00	\$ 00.	516,000.00
	of mail activity) per gigabyte per month.	ir Estimated additional usable storage requirements in total gigabytes	2,000	\$ 2.	2.32 \$ 69,600.00	5/2	\$ 139,200.00	\$ 139,200.00	\$ 69,600.00	\$	556,800.00
	its, archives, PST, and other files per Gigabyt	- 0	24,000	\$ 15.	15.59 \$ 374,160.00	D N/A	N/A	N/A	N/A	<u>«</u>	374,160.00
3.4 Exte	Extended archive for an indefinite number of years (beyond 10 years).	Estimated additional storage per gigabyte per year	1,000	\$ 33.	33,260,00	33,260.00	\$ 33,260.00	\$ 33,260.00	\$ 33,260.00	\$ 8	166,300.00
Ĕ	The above legal archive and e-discovery pricing must include the following:	Legal Archive and E-Discovery Services Pricing Details:									
	Sufficient storage including disaster recovery storage for annual mail activity per user of 800 MIJ/year. User of 800 MIJ/year.	The service requires the user to have an active mailbox in any category above.									
		1 (Extended Cost			-	
4 Coll	Collaboration Tools and Services (Mandatory Optional) Assumptions:			Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5	<u></u>	5 Year Contract Total
" =	Stdy separate departments, boards, and commissions implementing collaboration tool services over 12+ months	Description	Units		20%	100%	100%	100%	20%	L	
Mon word 4.1 disc colla	Monthly price per user for colaboration tool set which may include a shared workspace (with library services, walkings, thanked disender, instend tasks, and discussanor database), Lastart messaging, presence, and web conferencing. The colaboration lost set will only a secquired includion to the e-mail service for a user and not be accurited independently of service for a user.	Estimated users taking the collaboration tool set in addition to e-mail; must include a minimum of 250MB of storage per user	000'06	\$	2.51 \$ 1,355,400,00	\$ 2,710,500.00	\$ 2,710,800,00	\$ 2,710,800.00	\$ 1,355,400.00	. 8	10,843,200.00
4.2 Prior	amount of included storage and	Estimated additional atorage requirements in total gasbytes (above minimum included atorage of 250MB per user)	2,000	\$	2.49 \$ 74,700.00	\$ 149,400.00	\$ 149,400.00	\$ 149,400,00	\$ 74,700.00	~	597,600.00
ř.	The above collaboration tools and services prices must include the following:	Collaboration Tools and Sarvices Pricing									
[3	(m)										
5 Mig	Migration Planning (Mandatory) Migration assumptions:										
O E	One fundred separate departments, boards, and commission migrations over 12+ months for e-mail; calendar, and contects					Enta	Extended Cost			s Ye	5 Year Contract Total
⊢ ∞	Ten large organizations (5,000 to 20,000 mailboxes) for a total mailbox count of 82,500 includes one Lotus Notes and one GroupWise environment.			Unit Price	Year 1						
- E	Twenty medium organizations (between 1,000 to 5,000 mailboxes) for a total mailbox count of 52,500 includes at least one GroupWae environment.				Ramp Up/ Migrations					_	
ωō	Seventy smaller organizations (less than 1,000 mailboxes) for a total mailbox count of 15,000.	Description	Units		100%	*6	%0	X0	%0		
5.1 N	Migration Planning Price per Exchange mailbox	Estimated number of Exchange maliboxes in 89 departments	108,000	\$ 27.82	82 \$ 3,004,560.00	N/A	N/A	N/A	N/A	w	3,004,560.00
5.2	Migration Planning Price per Lotus Notes mailbox	Estimated number of Lotus Notes mailboxes in 3 departments	22,000	\$ 53.99	99 \$ 1,187,780.00	N/A	N/A	N/A	N/A	w	1,187,780.00
5.3	Migration Planning Price per GroupWise	Estimated number of GroupWise mailboxes in 8 departments	20,000	\$ 53.99	00.008,870,1	N/A	N/A	N/A	N/A		1,079,800.00
5.4	Migration Planning Price per Blackberry device	Estimated number of Blackberry devices	20,000	\$ 4.22	22 \$ 84,400.00	N/A	N/A	N/A	N/A	s	84,400.00
5.5 C	Classroom training for end users on client	Estimated number of users	2,000	\$ 67.50	50 \$ 337,500.00	N/A	N/A	N/A	N/A	v,	337,500,00
뢴	The above migration planning service prices must include the following: On-line training for administrators, help desk, and end-users										
O Z	On-site and/or Web conferencing based training for at least 300 administrators and help dask personnel										
- v	Twelve train-the-trainer courses spread over 12+ months and held in the Sacramento area or conducted via Weh Conferencing										

RNIA EMAIL SERVICES (CES)	ary Cost Worksheet
CALIFORNIA EM	Appendix B - Summar

						Extended Cost			5 Year Contract Total
6 Email Migration from Exchange, Lotus Notes, and GroupWise (Mandatory)			Unit Price	Year 1					
no emai ingration charges will be incurred tor "cean" cutowers, that is, new mail books established with no migration of existing e-mail, calendar or personal contact lists. Any migration/setup costs associated with "clean" cutowers must be included in the per mailbox/per month price.				Ramp Up/ Migrations					
Price to migrate e-mail, calendar, and contacts data per user up to 800MB of data on average	Description	thits		100%	*6	%0	360	*6	
ili Migration Price per Exchange mailbox	Estimated number of Exchange mailboxes in 89 departments	108,000	\$ 20.25	\$ 2,187,000.00	N/A	N/A	N/A	N/A	\$ 2,187,000.00
6.2 Email Migration Price per Lotus Notes mailbox	Estimated number of Lotus Notes mailboxes in 3 departments	22,000	\$ 20.25	\$ 445,500.00	N/A	N/A	N/A	N/A	\$ 445,500.00
6.3 Email Migration Price per GroupWise mailbox	Estimated number of GroupWise mailboxes in 8 departments	20,000	\$ 2025	\$ 405,000,00	N/A	N/A	N/A	N/A	\$ 405,000.00
6.4 Migration Price per Blackberry device	Estimated number of Blackberry devices	20,000	Waived		N/A	N/A	N/A	N/A	•
6.5 Price to migrate user archives/PST files	Estimated number of users	005	\$ 265.92	\$ 132,960.00	N/A	N/A	N/A	N/A	\$ 132,960.00
The above email migration service prices must include the following: Migration of user group lists. Any migration close and services one-time and recurring charges needed for the basic migrations order a bayer including third park micration tools.									
						Extended Cost			5 Year Contract Total
Exit Migration assumptions:			Unit Price					Year 5	
Treated in imprincia napport needed to extent all itsule statis in agreed formal for each service to a State designated repository. This would occur at end of contract or contract are trained to contract or are trained in contract or are trained in contract or are trained in contract and experiment ingrations may take up to ask (6) months and he entire State enjection way keep up to welve (12) months. The earl imprison must be appointed by the bidder in an orderly, phrased and managed apposed with appropriate project the bidder is an orderly, placed and managed apposed with appropriate project with the State.	Description	Units		*	*6	100%	X 0	% 0	
7.1 Price support work for E-Mail, Calendar, Contacts exit migrations per user/mailbox.	Estimated number of mailboxes	150,000	\$ 2.11	N/A	N/A	\$ 316,500.00	N/A	1	\$ 316,500.00
7.2 Price support work for Collaboration exit migrations per user/mailbox.	Estimated number of users	90,000	\$ 2.14	N/A	N/A	\$ 192,600.00	N/A		\$ 192,600.00
7.3 Price support work for Legal Archive and E-Discovery exit migrations per user/mailbox. The chain-of-custody must be maintained.	mailbox Estimated number of users	75,000	\$ 2.57	N/A	N/A	\$ 192,750.00	N/A		\$ 192,750.00
						Extended Cost			
			Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Contract Total
Specially Service Pricing	Description	Units		SO%	Steady State 100%	Steady State 100%	Steady State 100%	50%	
port per user per month	Estimated number of users	1000	\$ 9.50	\$ 57,000.00	\$ 114,000.00	\$ 114,000.00	\$ 114,000.00	00'000'25 \$	\$ 455,000.00
8.2 Price for Outbound FAX service per page per month	Estimated number of pages per month	1000	\$ 0.04	\$ 240.00	\$ 480.00	\$ 480.00	\$ 480,00	\$ 240.00	\$ 1,920.00
TOTAL MANDATORY AND	TOTAL MANDATORY AND MANDATORY OPTIONAL SERVICE COSTS FOR FIVE YEARS FOR ABOVE ITEMS \$ 17.366,1600 \$	TIVE YEARS FOR	ABOVE ITEMS	\$ 17,366,160,00	\$ 16,221,740.00 \$	16,923,590.00	\$ 16,221,740.00 \$	\$ 8,127,500.00 \$	\$ 74,860,730.00
BIPOS Service Pricing for Unanticipated Tasks par SOW infolio blow inches the Infolio blow forcing for allendieve version service offenings of the Mandatory and Mandatory Optional Services priced above, for example, additional Active Directory insching and insurance and information services, additional services, additional services and services BPOS infeations services, etc.					Three year Contract Total	\$ 50,511,480.00	8		
	Estimated volumes not available	See Attachment C	See Attachment See Attachment C C C						
9.2 CSC Contractor Site Rate Schedule	Estimated volumes not available	See Attachment See Attachment	See Attachment						

of 12

Agreement # 09-120431
Attachment 4

CALIFORNIA EMAIL SERVICES (CES)
Appendix B - Summary Cost Worksheet

######################################		CHARLES AND ADDRESS OF THE PARTY OF THE PART	SACTOR SECTIONS		SAN	CITA MINISTERNATION OF THE PARTY NAMED AND THE	PARTICIPATION OF THE PERSON OF
		4/1/2010	4/1/2011	4/1/2012	4/1/2013	4/1/2014	4/1/2015
	Labor Category	3/31/2011	3/31/2012	3/31/2013		3/31/2014 3/31/2015	3/31/2016
	MANAGEMENT SERIES	ENT SERIES					
	Executive Project/Program Manager	\$182.99	\$189.39	\$196.02	\$202.88	\$209.98	\$217.33
	Sr. Project Manager	\$148.12	\$153.31	\$158.68	\$164.24	\$169.98	\$175.93
	Project Manager	\$118.35	\$122.49	\$126.78	\$131.21	\$135.80	\$140.55
	Task Manager/Site Manager	\$91.34	\$94.54	\$97.85	\$101.28	\$104.82	\$108.49
	Quality Assurance Manager	\$87.96	\$91.04	\$94.22	\$97.52	\$100.93	\$104.46
	Computer Operations Manager	\$52.13	\$53.95	\$55.84	\$57.80	\$59.82	\$61.91
	Communications Network Manager	\$49.56	\$51.30		\$54.96	\$56.88	\$58.87
	Data Communications Manager	\$128.00	\$132.49	\$137.12	\$141.92	\$146.89	\$152.03
	Help Desk Manager	\$54.23	\$56.12	\$58.08	\$60.12	\$62.22	\$64.39
	Network Systems Manager	\$136.52	\$141.30	\$146.25	\$151.37	\$156.67	\$162.16
	PROGRAMMING AND ANALYST SERIES	D ANALYST S	ERIES				
	Quality Assurance Analyst (Lead)	\$87.78	\$90.85	\$94.03	\$97.32	\$100.73	\$104.25
22 C	Quality Assurance Analyst	\$51.57	\$53.37	\$55.24	\$57.18	\$59.19	\$61.26
23 S	Senior Functional Analyst	\$95.24	\$98.57	\$102.02	\$105.59	\$109.29	\$113.12
24 F	Functional Analyst	\$75.89	\$78.55	\$81.29	\$84.13		
25 S	Senior Computer Systems Analyst	\$78.01	\$80.75	\$83.58	\$86.51	\$89.54	
26 C	Computer Systems Analyst	\$45.13	\$46.71	\$48.35	\$50.04	\$51.78	
27 A	Applications Systems Analyst/Programmer (Lead)	\$74.16	\$76.75	\$79.44	\$82.22	\$85.10	\$88.08
28 A	Applications Systems Analyst/Programmer (Senior)	\$62.28	\$64.46	\$66.71	\$69.05	\$71.46	\$73.96
29 A	Applications Programmer	\$55.47	\$57.42			\$63.67	\$65.90
30	Junior Applications Programmer	\$43.59	\$45.12	\$46.69		\$50.02	\$51.77
32 V	Web Architect	\$131.82	\$136.44	\$141.22	\$146.16	\$151.27	\$156.56
33 V	Web Designer	\$97.25	\$100.65	\$104.18	\$107.83	\$111.60	\$115.50
35 P	Principal Systems Architect	\$134.05	\$138.74	\$143.59	\$148.62	\$153.82	\$159.21
36 P	Project Analyst I	\$45.78	\$47.38	\$49.04	\$50.76	\$52.54	\$54.38
DOLLEY W	NETWORK SERIES	K SERIES				- 1	1
41 T	Telecommunications/Communications Integration Engineer	\$133.33	\$138.00	\$142.82	\$147.82	\$153.00	\$158.36
42 C	Communications Specialist	\$44.19	\$45.74	\$47.35	\$49.00	\$50.72	\$52.50
	Communication Analyst, Senior (Administrative)	\$98.88	\$102.33	\$105.92	\$109.62	\$113.46	\$117.43

Agreement # 09-120431

CALIFORNIA EMAIL SERVICES (CES) Appendix B - Summary Cost Worksheet

The state of the s		Summany COST WORKSheet	rksneet				Attachmont
ZKE		A CONTRACTOR OF THE PROPERTY O		Branch Market		A 100 and 100	J. C.
Level		0/4/2040					
*	lahor/Cateman	4/1/2010	4/1/2011	4/1/2012	4/1/2013	4/1/2014	4/1/2015
44	Communication Analyst Intermodists (Admission)	3/31/2011	3/31/2012	3/31/2013	3/31/2014	3/31/2015	3/31/2016
48	Canion Motion (Canion Material Canion Material Canion Motion (Canion Motion Material Canion	\$81.55	\$84.40	\$87.35	\$90.41	\$93 58	\$96 8E
ç s	Jenior Network Engineer	\$77.66	\$80.38	\$83.10			430.03
49	Network Engineer	00.00	00000	505.L9			\$92.23
		/8.co¢	\$68.18	\$70.57	\$73.04	\$75.59	\$78.23
61	Principal Information Engineer	NG SERIES					
62	Senior Information Engineer	\$105.18	\$108.86	\$112.67	\$116.61	\$120.70	\$124.93
63	Senior Application Engineer	\$86.77	\$89.81	\$92.96	\$96.21	\$99.57	\$103.06
64	Applications Engineer	\$101.46	\$105.00	\$108.68	\$112.48	\$116.41	\$120.49
65	Software Engineer	\$89.18	\$92.30	\$95.53	\$98.88	\$102.33	\$105.92
99	Software Fnginger II	\$40.65	\$42.08	\$43.55	\$45.07	\$46.65	\$48.28
67	Software Engineer III	\$50.72	\$52.50	\$54.33	\$56.23	\$58.20	\$60.23
89	Test Engineer (Conjust	\$62.35	\$64.53	\$66.79	\$69.13	\$71.55	\$74.06
69	Tact Engineer (Jettern)	\$128.42	\$132.91	\$137.57	\$142.39	\$147.37	\$152.53
3 5	Took F (1	\$108.72	\$112.53	\$116.47	\$120.55	\$124.76	\$129 13
71	lest Engineer (Associate)	\$88.13	\$91.22	\$94.41	\$97.72	\$101.14	\$104 68
1/2	Soliware Systems Engineer (Lead)	\$103.30	\$106.92	\$110.67	\$114.54	\$118 55	\$122.70
STARTEGISTA	Senior Software Engineer	\$116.51	\$120.58	\$124.80	\$129.17	\$133.69	¢138 38
	TECHNICIAN SERIES	N SERIES				100.007	00.00
	Technical Subject Matter Specialist (Senior)	¢111 05	Ç44F 30	4440.00			
84	Technical Subject Matter Specialist (Intermediate)	207 77	\$115.78	\$119.83	\$124.02	\$128.36	\$132.86
85	Technical Subject Matter Specialist (Associate)	77.765	\$101.19	\$104.74	\$108.40	\$112.20	\$116.12
		\$86.54	\$89.57	\$92.70	\$95.95	\$99.31	\$102.79
101	System Administrator	ATIONS SERIE					
102	System Operator	\$43.33	\$44.85	\$46.42	\$48.04	\$49.72	\$51.46
1	Sr. Computer Security Systems Canaistics	\$35.49	\$36.74	\$38.02	\$39.35	\$40.73	\$42.15
\top	Computer Security Systems Specialist	\$74.18	\$76.77	\$79.46	\$82.24	\$85.12	\$88.10
丁	Holm Dock Secretary Systems Specialist	\$53.35	\$55.22	\$57.15	\$59.16	\$61.23	\$63.37
18	Telp Desk specialist	\$43.12	\$44.63	\$46.19	\$47.80	\$49.48	\$51.21
34	SPECIALIST SERIES	SERIES					
\neg	Senior Database Management Specialist	\$94.54	\$97.86	\$101.29	\$104.83	\$108 50	\$112.30
	Database Management Specialist	\$70.24	\$72.69	\$75.24	\$77.87	\$80.60	\$83.47
125	Data Base Specialist	\$73.47	\$76.05	\$78.71	\$81.46	\$84.31	\$87.27
	Senior IN-USEC Consulting Engineer	\$231.74	\$239.86	\$248.25	\$256.95	\$265 94	\$275.25
							, , , , ,

8 of 12

Agreement # 09-120431 Attachment 4

CALIFORNIA EMAIL SERVICES (CES)

Appendix B - Summary Cost Worksheet

Skill							
Level		4/1/2010	4/1/2011	4/1/2012	4/1/2010 4/1/2011 4/1/2012 4/1/2013 4/1/2014	4/1/2014	4/1/2015
#	· Labor Category	3/31/2011	3/31/2012	3/31/2013	3/31/2014	3/31/201	3/31/2016
137	137 INFOSEC Development Engineer	\$177.30	\$183.51	\$189.93	\$196.58	\$177.30 \$183.51 \$189.93 \$196.58 \$203.46 \$210.59	\$210.59
138	138 Senior INFOSEC Systems Specialist	\$118.20	\$122.33	\$126.62	\$131.04	\$135.63	\$140.38
139	139 INFOSEC Systems Technical Specialist	\$92.71	\$95.95	\$99.31	\$102.79	\$106.39	\$110.11
140	140 Senior INFOSEC Applications Developer	\$141.84	\$146.80	\$151.94	\$157.26	\$162.76	\$168.46
141	141 Master Information Assurance (IA) Specialist	\$217.03	\$224.63	\$232.49	\$240.64	\$249.06	\$257.78
	Labor rates include the 0.75% Industrial Funding Fee (IFF) that will be paid to GSA FS	be paid to G	SA FS			1	

9 of 12

CALIFORNIA EMAIL SERVICES (CES) Appendix B - Summary Cost Worksheet

Tevel	4/1/2010	4/1/2011	4/1/20 2	4/1/2013	4/1/2014	4/1/2015
# Labor Category	3/31/2011	3/31/2012	3/31/2013	3/31/2014	3/31/2015	3/31/2016
MAN	MANAGEMENT SERIES					
1 Executive Project/Program Manager	\$188.92	\$195.53	\$202.37	\$209.46	\$216.79	\$224.38
2 Sr. Project Manager	\$155.46	\$160.90	\$166.54	\$172.37	\$178.40	\$184.64
3 Project Manager	\$121.89	\$126.16	\$130.58	\$135.15	\$139.88	\$144.77
4 Task Manager/Site Manager	\$98.45	\$101.90	\$105.46	\$109.16	\$112.97	\$116.93
5 Quality Assurance Manager	\$92.95	\$96.20	\$99.56	\$103.05	\$106.66	\$110.39
8 Data Communications Manager	\$150.40	\$155.67	\$161.12	\$166.76	\$172.60	\$178.64
11 Network Systems Manager	\$145.35	\$150.44	\$155.71	\$161.16	\$166.80	\$172.64
PROGRAMM	PROGRAMMING AND ANALYST SERIES	SERIES				
21 Quality Assurance Analyst (Lead)	\$94.15	\$97.45	\$100.86	\$104.40	\$108.05	\$111.83
22 Quality Assurance Analyst	\$54.49	\$56.40	\$58.38	\$60.42	\$62.54	\$64.72
23 Senior Functional Analyst	\$99.91	\$103.41	\$107.03	\$110.77	\$114.65	\$118.66
24 Functional Analyst	\$80,46	\$83.27	\$86.18	\$89.21	\$92.33	\$95.56
25 Senior Computer Systems Analyst	\$82.00	\$84.87	\$87.85	\$90.92	\$94.11	\$97.40
26 Computer Systems Analyst	\$48.32	\$50.01	\$51.76	\$53.57	\$55.44	\$57.38
27 Applications Systems Analyst/Programmer (Lead)	\$82.66	\$85.56	\$88.55	\$91.65	\$94.86	\$98.17
28 Applications Systems Analyst/Programmer (Senior)	\$70.58	\$73.05	\$75.60	\$78.25	\$80.99	\$83.82
29 Applications Programmer	\$58.33	\$60.37	\$62.48	\$64.67	\$66.93	\$69.27
30 Junior Applications Programmer	\$46.13	\$47.74	\$49.41	\$51.14	\$52.92	\$54.78
32 Web Architect	\$139.74	\$144.63	\$149.69	\$154.93	\$160.35	\$165.97
33 Web Designer	\$105.17	\$108.84	\$112.65	\$116.59	\$120.68	\$124.91
35 Principal Systems Architect	\$137.72	\$142.54	\$147.53	\$152.69	\$158.04	\$163.57
36 Project Analyst I	\$64.66	\$66.92	\$69.26	\$71.69	\$74.20	\$76.79
IN	NETWORK SERIES					
41 Telecommunications/Communications Integration Engineer	\$141.08	\$146.02	\$151.13	۷,	\$	\$167.55
42 Communications Specialist	\$47.14	\$48.79	\$50.50	\$52.27		\$55.99
43 Communication Analyst, Senior (Administrative)	\$116.19	\$120.26	\$124.47	\$128.83	\$133.34	\$138.01
47 Communications Installer, Associate (Administrative)	\$59.55	\$61.63	\$63.78	\$66.02	\$68.32	\$70.72
48 Senior Network Engineer	\$93.74	\$97.01	\$100.41	\$103.92	\$107.56	\$111.32

Skill		PERSONAL PROPERTY OF THE PROPERTY OF THE PERSON NAMED IN COLUMN TO	Parameter County and Artech		CALCULATE CALCULATE STATE OF COLUMN	B DANGED CHARLES WAS A SECURED BY A SECURED	0.300
0,10							
: בּאַבּ		4/1/2010	4/1/2011	4/1/20 2	4/1/2013	4/1/2014	4/1/2015
#	Labor Category	3/31/2011	3/31/2012	3/31/2013	3/31/2014	3/31/2015	3/31/2016
49	Network Engineer	\$81.85	\$84.72	\$87.69	\$90.75	\$93.93	\$97.21
	ENGINEERING SERIES	NG SERIES					
61	Principal Information Engineer	\$120.04	\$124.24	\$128.59	\$133.10	\$137.75	\$142.58
62	Senior Information Engineer	\$98.53	\$101.98	\$105.55	\$109.25	\$113.08	\$117.04
63	Senior Application Engineer	\$105.10	\$108.78	\$112.58	\$116.53	\$120.60	\$124.82
64	Applications Engineer	\$93.48	\$96.76	\$100.14	\$103.65	\$107.27	\$111.03
65	Software Engineer I	\$49.73	\$51.47	\$53.28	\$55.14	\$57.07	\$59.06
99	Software Engineer II	\$60.66	\$62.78	\$64.97	\$67.24	\$69.60	\$72.03
67	Software Engineer III	\$72.49	\$75.02	\$77.64	\$80.36	\$83.17	\$86.08
89	Test Engineer (Senior)	\$140.72	\$145.64	\$150.75	\$156.02	\$161.48	\$167.13
69	Test Engineer (Intermediate)	\$115.85	\$119.91	\$124.11	\$128.45	\$132.94	\$137.60
2	Test Engineer (Associate)	\$93.72	\$97.00	\$100.39	\$103.90	\$107.54	\$111.30
71	Software Systems Engineer (Lead)	\$111.50	\$115.41	\$119.44	\$123.62	\$127.95	\$132.42
72	Senior Software Engineer	\$132.98	\$137.64	\$142.45	\$147.44	\$152.60	\$157.94
	ŢECHNICIAN SERIES	IN SERIES					
83	Technical Subject Matter Specialist (Senior)	\$118.68	\$122.84	\$127.14	\$131.58	\$136.19	\$140.96
84	Technical Subject Matter Specialist (Intermediate)	\$105.14	\$108.81	\$112.62	\$116.57	\$120.64	\$124.86
82	Technical Subject Matter Specialist (Associate)	\$93.43	\$96.70	\$100.08	\$103.59	\$107.22	\$110.97
	COMPUTER OPERATIONS SERIES	SATIONS SERI	ES				
101	System Administrator	\$46.43	\$48.05	\$49.73	\$51.47	\$53.28	\$55.14
102	System Operator	\$39.03	\$40.38	\$41.80	\$43.26	\$44.77	\$46.34
103	Sr. Computer Security Systems Specialist	\$77.90	\$80.63	\$83.45	\$86.36	\$89.39	\$92.51
104	Computer Security Systems Specialist	\$56.56	\$58.55	\$60.60	\$62.72	\$64.91	\$67.18
105	Help Desk Specialist	\$47.66	\$49.33	\$51.06	\$52.85	\$54.70	\$56.62
26.2	SPECIALIST SERIES	T SERIES					
	Senior Database Management Specialist	\$99.92	\$103.42	\$107.04	\$110.78	\$114.66	\$118.66
122	Database Management Specialist	\$74.22	\$76.83	\$79.52	\$82.30	\$85.18	\$88.16
123	Data Base Specialist	\$93.32	\$96.59	\$99.97	\$103.46	\$107.08	\$110.84
	Principal INFOSEC Consulting Engineer	\$279.92	\$289.71	\$299.85	\$310.35	\$321.20	\$332.44
136	Senior INFOSEC Consulting Engineer	\$244.95	\$253.53	\$262.40	\$\$271.59	\$281.10	\$290.94
					•		

Skill					T.		
Level		4/1/2010	4/1/2011	4/1/2012	4/1/2010 4/1/2011 4/1/2012 4/1/2013 4/1/2014 4/1/2015	4/1/2014	4/1/2015
#	Labor Category	3/31/2011	3/31/2012	3/31/2013	3/31/2014 3	3/31/2015	3/31/2016
137	137 INFOSEC Development Engineer	\$177.30	\$183.51	\$189.93	\$177.30 \$183.51 \$189.93 \$196.58 \$203.46 \$210.59	\$203.46	\$210.59
138	138 Senior INFOSEC Systems Specialist	\$118.20	\$122.33	\$126.62	\$131.04	\$135.63	\$140.38
139	139 INFOSEC Systems Technical Specialist	\$97.96	\$101.39	\$104.95	\$108.62	\$112.42	\$116.36
140	140 Senior INFOSEC Applications Developer	\$141.84	\$146.80	\$151.94	\$157.26	\$162.76	\$168.46
141	141 Master Information Assurance (IA) Specialist	\$218.87	\$226.53	\$234.46	\$242.67	\$251.16	\$259.95

Labor rates include the 0.75% Industrial Funding Fee (IFF) that will be paid to GSA FAS.